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CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, MARCH 14, 2023
5:00 PM
AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Presentation of a proclamation to the Celina Purchasing Department declaring March as, "National Procurement Month." (Terry)

B. EDC March Monthly Local Business Report - Wizard Performance & Rehabilitation. (Alvarez)

C. Presentation by the Celina Community Police Foundation. (Terry)

D. Recognition of 2022 Service and Core Value Awards and Employee of the Year Recipient. (Terry/Peters)

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

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

B. Introduction of new employees, recognitions, promotions. (Metdker, Cullison)

C. Overview of the 2022 Volunteer Appreciation Dinner and award process. (Mizzell)

V. OPEN FORUM:

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

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

VI. EXECUTIVE SESSION:

As authorized by Texas Government Code Section 551.071, Consultation with attorney; Section 551.072, Deliberation regarding real property; Section 551.087, Deliberation of Economic Development Negotiations; Section 551.074, Personnel matters; and Sections 551.076 and 551.089, deliberation regarding security devices or security audits, this meeting may be convened into closed Executive Session.

A. Discussion regarding tree fee mitigation waiver for property located along the west side of Dallas North Parkway and south of Punk Carter.

Reconvene Into Open Session

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

VII. CONSENT AGENDA:

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

A. Minutes Approval:

1. City Council - Regular Meeting - February 14, 2023, 5:00 PM

B. Accept the resignation of Jessica Biwot and declare a vacancy on the Library Board. (Vaughns)

C. Consider and act upon approval of a Joint General Election Contract for election services by and among the City of Celina, Collin County Elections Administrator, and political subdivisions of Collin County, and a Joint General Election Agreement by and among the City of Celina, Denton County Elections Administrator and political subdivisions of Denton County. (Vaughns)

D. Consider and act to authorize the City Manager to execute an escrow letter Agreement by and among the City of Celina and MCREF SFR 1 Wilson Creek, LLC (Mill Creek Residential) for improvements of Choate Parkway and lighting for Coit Road; and providing for an effective date. (Glasgow)

E. Consider and act to authorize an agreement with Lee Engineering for engineering services for the design of a traffic signal at the intersections of Dallas Parkway and Light Farms Way, Dallas Parkway and Punk Carter Parkway, and Dallas Parkway and the Outer Loop in an amount not to exceed $112,500.00. (Berry)

F. Consider and act to purchase computers from Dell Technologies through a cooperative contract with the State of Texas, Department of Information Resources (DIR) in an amount not to exceed $175,000.00. (Berry)

G. Consider and act to purchase electrical services from Trinity Lighting and Electrical Services through an annual contract with the City for an amount not to exceed $218,900.00. (Quigley)

H. Consider and act to award bid 2023-027 for Preston Road Water Line to Public Works to Maya Underground Contractors in an amount of $2,863,744.45 plus ten percent contingency in the amount of $286,374.45 for an amount not to exceed $3,150,118.90. (Berry)

I. Consider and act to authorize an agreement for engineering services for the design of the Coit Road Extension (Choate to Outer Loop) with Halff Associates in an amount not to exceed $328,000.00. (Berry)

J. Consider and act to authorize Amendment 2 for Fire Station 3 traffic signal to Crossland Construction Company in an amount of $296,875.00 for a total GMP in an amount not to exceed $15,048,672.00. (Berry)

K. Consider and act to enter an Interlocal Agreement with the Celina Independent School District for shared use and maintenance of fiber optic cable. (Alexander)

L. Consider and act upon a Resolution of the City Council of the City of Celina supporting the expansion and realignment of FM 428 to the east to intersect with Preston Road using CR 55/W. Glendenning Parkway. (Glasgow)

M. Consider and act upon a Resolution authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of ten cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC. (Satarino)

N. Consider and act upon a Resolution of the City Council authorizing the execution by the City of Celina, Texas of conveyance documents and documents necessary to effectuate the acquisition of water easements and temporary construction easement for the Dallas Parkway Waterline Project; and providing for an effective date. (Glasgow)

O. Consider and act on a Resolution of the City Council authorizing the execution by the City of Celina, Texas, of conveyance documents necessary to effectuate the acquisition of right of way for CR 53 and Old Log Trail (from 1100 feet east of the intersection of CR 51 and CR 53 east-north to the intersection of Wycliffe Drive and Old Log Trail) project; and providing for an effective date. (Glasgow)

P. Consider and act upon a Resolution of the City of Celina, Texas, accepting a petition seeking the creation of the Cross Creek Meadows Public Improvement District within the corporate boundaries of the City and calling for a public hearing for the City Council's April 11, 2023, meeting. (Cross Creek Meadows – PID Petition Resolution) (Pollard)

Q. Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain Phase #1 Improvements to be financed within Phase #1 of the Mosaic Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Phase #1 Assessment Roll; directing the filing of the proposed assessment roll with the City Secretary; and providing for noticing and calling a public hearing on April 11, 2023, to consider an ordinance levying assessments on property located within Phase #1 of the Mosaic Public Improvement District. (Mosaic PID – Pre-SAP Resolution) (Pollard)

R. Consider and act upon a Resolution of the City of Celina, Texas, accepting a petition seeking the creation of the Parvin Public Improvement District within the extraterritorial jurisdiction of the City and calling for a public hearing for the City Council's April 11, 2023, meeting. (Celina Parvin 101 – PID Petition Resolution) (Pollard)

S. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, to rename County Road 87 & a section of CR 90 to South Coit Road. (County Road 87 & Section of County Road 90 Name Change) (Colakovic)

T. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, to rename a section of County Road 90 to Old Glendenning Road. (Section of County Road 90 Name Change) (Colakovic)

U. Consider and act upon an Ordinance of the City of Celina, Texas, amending Ordinance 2022-113 which adopted and approved the budget for fiscal year beginning October 1, 2022, and ending September 30, 2023, and make appropriations for each department, project, and account, by adopting an amended 2022-2023 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by amending approximately 63 acres of Planned Development (PD) No. 80 with the Dallas North Tollway Overlay District (DNTO) base zoning, in order to modify development standards, generally located at the northwest and northeast corners of Dallas Parkway and Frontier Parkway, within the City Limits. (Mosey (Frontier Crossing) – PD Amendment) (Mohan)

B. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 10 acres to a Planned Development (PD) with Dallas North Tollway Overlay District (DNTO) base zoning and the additional permitted use of Multi-Family, generally located at the northwest corner of future Celina Parkway and County Road 52, within the City Limits. (Coppell Lake Breeze – Rezoning) (McAfee)

C. The Celina City Council will conduct a public hearing to consider testimony and act upon an Ordinance accepting and approving a final Mustang Lakes (Annex) Public Improvement District Service and Assessment Plan, including the Phase #1 Assessment Roll – Phase #1 Initial Projects; making a finding of special benefit to property within Phase #1 of the Mustang Lakes (Annex) Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Phase #1 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Mustang Annex Ph 1 – Levy Ordinance) (Pollard)

D. The Celina City Council will conduct a public hearing to consider testimony and act upon an Ordinance accepting and approving a final Mustang Lakes (Annex) Public Improvement District Service and Assessment Plan, including the Phase #1 Assessment Roll – Phase #1 Additional Major Improvements; making a finding of special benefit to property within Phase #1 of the Mustang Lakes (Annex) Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Phase #1 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Mustang Annex Ph 1 Additional Projects – Levy Ordinance) (Pollard)

E. The Celina City Council will conduct a public hearing to consider testimony and act upon an Ordinance accepting and approving a final Ten Mile Creek Public Improvement District Service and Assessment Plan, including the Major Improvement Area assessment roll; making a finding of special benefit to property within the Major Improvement Area of the Ten Mile Creek Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the Major Improvement Area assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Ten Mile Creek MIA – Levy Ordinance) (Pollard)

F. The Celina City Council will conduct a public hearing to consider testimony and act upon an Ordinance accepting and approving a final Ten Mile Creek Public Improvement District Service and Assessment Plan, including the Improvement Area #1 assessment roll; making a finding of special benefit to property within Improvement Area #1 of the Ten Mile Creek Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Improvement Area #1 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Ten Mile Creek IA #1 – Levy Ordinance) (Pollard)

IX. ACTION ITEM:

A. Consider and act to adopt the 2023-2025 Strategic Plan. (Satarino)

B. Consider and act upon a Marketing Services Agreement by and between the City of Celina, Texas, and the Celina Chamber of Commerce. (Satarino)

C. Consider and act upon an Agreement by and between the City of Celina, Texas, and the Celina Chamber of Commerce for Economic Development. (Satarino)

D. Consider and act to appoint Anthony Satarino to the McKinney Urban Transit District (MUTD) Board as a representative for the City of Celina. (Satarino)

E. Consider and act upon acceptance of the 2021-2022 Fiscal Year Audit, and presentation by FORVIS. (Bromiley)

F. Consider and act upon a Resolution of the City Council of the City of Celina Texas, adopting the City's Certificate of Convenience and Necessity Transfer Policy; repealing all conflicting policies; providing a severability clause; and providing for an effective date. (Brawner)

G. Consider and act upon an Ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Major Improvement Area Project); approving and authorizing related agreements; and providing an effective date. (Ten Mile Creek MIA – Bond Ordinance) (Pollard)

H. Consider and act upon an Ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project); approving and authorizing related agreements; and providing an effective date. (Ten Mile Creek IA #1 – Bond Ordinance) (Pollard)

I. Consider and act upon a Resolution approving and authorizing the Mayor to execute the PID Reimbursement Agreement – Mustang Lakes (Annex) Public Improvement District and resolve other related matters. (Mustang Annex – Reimbursement Agreement Resolution) (Pollard)

X. ADJOURNMENT:

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

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Chapter 551. "I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board at City Hall of the City of Celina, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: March 9, 2023 at 5:00 p.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."

_____ _____

Lauren Vaughns, TRMC
City Secretary

Date Notice Removed

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Celina Economic Development Corporation
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Lalaina Alvarez, Assistant
CC:	Alexis Jackson, Director of Economic Development
Date:	March 14, 2023
Re:	Local Business Report

Action Requested:

EDC March Monthly Local Business Report - Wizard Performance & Rehabilitation. (Alvarez)

Background Information:

Celina EDC staff will introduce the guest business of the month, Wizard Performance & Rehabilitation, for an update on progress, products, and services available.

Staff Recommendation:

N/A

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Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Director
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	2022 Volunteer Appreciation

Action Requested:
Overview of the 2022 Volunteer Appreciation Dinner and award process. (Mizzell)

Staff Recommendation:
N/A

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CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, FEBRUARY 14, 2023
5:00 PM
MINUTES

Minutes Acceptance: Minutes of Feb 14, 2023 5:00 PM (Minutes Approval)

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Honorary Mayor Brody Williams called the meeting to order at 5:00 p.m. on Tuesday, February 14, 2023, and announced a quorum was present.

Attendee Name	Organization	Title	Status	Arrived
Tony Griggs	City of Celina	Place 6	Present	
Philip Ferguson	City of Celina	Place 1	Present	
Jay Pierce	City of Celina	Place 2	Present	
Wendie Wigginton	City of Celina	Place 4	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Mindy Koehne	City of Celina	Place 5	Present	
Sean Terry	City of Celina	Mayor	Present	

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Recognition of Celina Parks & Recreation Winners of Coaches and Parent of the Year for the Fall 2022 Youth Sports Season (Terry)

B. Presentation of United States Flag to a Veteran (Hopkins)

Councilmember Hopkins presented the United States Flag to Melissa Gresham.

C. Recognition of Andy Glasgow for receiving his Project Management Professional certification (Brawner)

IV. WORKSESSION/QUARTERLY UPDATES:

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

B. Introduction of new employees, recognitions, promotions. (Metdker)

Fire Chief Metdker introduced new firefighters.

C. Discussion regarding the establishment of a joint meeting schedule with various City boards and commissions. (Satarino)

Anthony Satarino, Director of Strategic Services, led discussion regarding the future joint meeting schedule between the City Council and various Boards and Commissions.

D. Adopt-A-Street Presentation and Discussion

Andrew Figueroa, Director of Public Works, discussed the Adopt-A-Street program.

E. Discussion of the Ousley Park Planning and Design (Brawner)

Kim Brawner, Assistant City Manager, presented an update on the Ousley Park Master Plan Design.

F. EDC February Monthly Local Business Report - Shades of Green

Alexis Jackson, Executive Director of Economic Development, introduced Mary McCauley with Shades of Green. Mary gave a brief overview of the business.

G. Quarterly Updates (attached for informational purposes only):

1. Finance Department Budget Quarterly Report (Bromiley)
2. Development Services Quarterly Report (McAfee)
3. Human Resources Quarterly Report (Peters)
4. Public Services Quarterly Report (Brawner)
5. Fire Department Quarterly Report (Metdker)
6. Police Department Quarterly Report (Cullison)

V. OPEN FORUM:

Laymi Kbsani spoke regarding internet access in Lilyanna development.
Vishal Jagtiani spoke regarding internet access in Lilyanna development.

VI. EXECUTIVE SESSION:

As authorized by Texas Government Code Section 551.071, Consultation with attorney; Section 551.072, Deliberation regarding real property; Section 551.087, Deliberation of Economic Development Negotiations; Section 551.074, Personnel matters; and Sections 551.076 and 551.089, deliberation regarding security devices or security audits, this meeting may be convened into closed Executive Session.

The Celina City Council convened into Executive Session at 5:35 p.m.

A. Discussion regarding Economic Development Performance Agreement with Methodist Hospital of Dallas located at the southeast corner of Dallas Parkway and FM 428

Minutes Acceptance: Minutes of Feb 14, 2023 5:00 PM (Minutes Approval)

B. Discussion regarding Chapter 380 Economic Development Agreement impact fees with commercial developments at the northeast corner of Frontier Parkway and Worthington Way

C. Discussion regarding potential hotel conference space located west of Dallas Parkway and north of Frontier Parkway, and possible economic development incentives.

The Celina City Council reconvened into Open Session at 6:17 p.m.

D. Consider and act upon any items listed for executive session.

No action was taken.

VII. CONSENT AGENDA:

Upon a motion by Councilmember Hopkins and a second by Councilmember Koehne, the Council voted six (6) for and none (0) opposed to approve all items on the Consent Agenda. The motion carried.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

A. Minutes Approval:

1. City Council - Regular Meeting - December 13, 2022, 5:00 PM
2. City Council - Regular Meeting - January 10, 2023, 5:00 PM

B. Review and acceptance of the Quarterly Investment Report for the period ended December 31, 2022. (Johnson)

C. Consider and act to authorize an agreement for engineering services with TRC Engineers for the design of the downtown water and sewer improvements in an amount not to exceed $94,290.00. (Berry)

D. Consider and act to authorize an Work Authorization 23W05095 with Garver for updates to the Lead and Copper Rule Revisions (LCRR) in an amount not to exceed $94,511.50. (Berry)

E. Consider and act to purchase Networking Hardware for the Beech Street Modulars Project from Freeit Data Solutions through a cooperative contract with the State of Texas Department of Information Resources (DIR) in an amount not to exceed $54,159.59. (Berry)

F. Consider and act to authorize a purchase for network security hardware (SCADA Firewall) from Solid Boarder (Paloalto) through a cooperative contract with the State of Texas Department of Information Resources (DIR) in an amount not to exceed $98,015.88. (Berry)

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G. Consider and act to authorize a purchase for network security hardware, software and support services for the data center projects from Solid Boarder (Paloalto) through a cooperative contract with the State of Texas Department of Information Resources (DIR) in an amount not to exceed $244,872.00. (Berry)

H. Consider and act to authorize a purchase for network security hardware (Switches - SCADA) from Freeit Data Solutions through a cooperative contract with the State of Texas Department of Information Resources (DIR) in an amount not to exceed $106,966.44. (Berry)

I. Consider and act to award bid 2023-013 for Shuttle Services for Events at an annual amount of $19,720.00 for a contract term of five years not to exceed $98,600.00. (Quigley)

J. Consider and act to authorize an agreement for engineering services with Freese and Nichols for master planning services of Ousley Park in an amount not to exceed $74,508.00. (Berry)

K. Consider and act to authorize an agreement for engineering services with Freese and Nichols for the design of Ousley Park stream restoration and trail design in an amount not to exceed $1,156,871.00. (Berry)

L. Consider and act to award RFQ 2023-005 for Construction Management services (CMAR) to AUI Partners for the Beech Street Modular Buildings . (Berry)

M. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Legacy Bagels, LLC, for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Satarino)

N. Consider and act to authorize the City Manager to execute a Second Amendment to the Economic Development Incentive Agreement and Promissory Note by and between the City of Celina, Celina Economic Development Corporation, and Gran Sweet, LLC, for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Satarino)

O. Authorize the City Manager of the City of Celina, Texas to enter into an agreement by and between City of Celina, Mustang Special Utility District, and G Bar 7, Ltd in Relation to Utility Service Provisions for an approximately 99-acre tract commonly known as the "Walker Tract" and Old Celina Ltd in relation to utility service provisions for an approximately 4.859-acre tract commonly known as the "Folsom Tract" (Brawner)

P. Consider and Act Upon a Resolution of the City Council of the City of Celina, Texas Establishing an Adopt-A-Street Program: providing for an effective date.

Q. Consider and act upon a resolution of the City Council of the City of Celina approving the proposed Ousley Park Trail project for submittal to the Texas Parks and Wildlife Department's 2023 Recreational Trails Grant Program. (Webb)

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R. Consider and act upon a resolution of the City Council of the City of Celina approving the proposed bookmobile project for submittal to the Texas State Library and Archives Commission's FY24 Special Projects 75 Grant Program. (Shaw)

S. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of certain authorized improvements to be financed within Phase #1 of the Mustang Lakes (Annex) Public Improvement District; approving a preliminary service plan and assessment plan, including the proposed Phase #1 Assessment Roll – Phase #1 Initial Projects and the proposed Phase #1 Assessment Roll – Phase #1 Additional Major Improvements; directing the filing of the proposed assessment rolls with the City Secretary; and providing for noticing and calling two public hearings on March 14, 2023, to consider ordinances levying assessments on property located within Phase #1 of the Mustang Lakes (Annex) Public Improvement District. (Mustang Annex PID – Pre-SAP) (Pollard)

T. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of certain Phases #2-3 Direct Improvements to be financed within Phases #2-3 of the Chalk Hill Public Improvement District; approving a preliminary service plan and assessment plan, including the proposed assessment roll; directing the filing of the proposed assessment roll with the City Secretary; and providing for noticing and calling a public hearing on March 14, 2023, to consider an ordinance levying assessments on property located within Phases #2-3 of the Chalk Hill Public Improvement District. (Chalk Hill PID – Pre-SAP) (Pollard)

U. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of certain authorized improvements to be financed within Improvement Area #1 and the Major Improvement Area of the Ten Mile Creek Public Improvement District; approving a preliminary service plan and assessment plan, including the proposed assessment rolls; directing the filing of the proposed assessment rolls with the City Secretary; and providing for noticing and calling two public hearings on March 14, 2023, to consider two ordinances levying assessments on property located within Improvement Area #1 and the Major Improvement Area of the Ten Mile Creek Public Improvement District (Ten Mile Creek PID – Pre-SAP) (Pollard)

V. Consider and act upon a resolution of the City of Celina, Texas renaming the previously established Tuscany Estates Public Improvement District to the Cross Creek Meadows Public Improvement District pursuant to a request from the owner of the property within the district and providing an effective date. (Cross Creek Meadows - PID Name Change – Pre-SAP) (Pollard)

W. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, ordering and calling a General Election for the purpose of electing a Mayor, a Councilmember for Place 4 and a Councilmember for Place 5 for three (3) year terms each; authorizing a joint election with the Collin County Elections Administrator, Denton County Elections Administrator and the political subdivisions located entirely or partially inside the boundaries of each county to be held on May 6, 2023. (Vaughns)

Minutes Acceptance: Minutes of Feb 14, 2023 5:00 PM (Minutes Approval)

X. Consider and act upon an ordinance of the City of Celina, Texas, amending Ordinance 2022-113 which adopted and approved the budget for fiscal year beginning October 1, 2022, and ending September 30, 2023, and make appropriations for each department, project, and account, by adopting an amended 2022-2023 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

Y. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 12 acres within the Extraterritorial Jurisdiction, generally located at the northwest corner of Kristina Court and Mark Alexander Court. (Preston 450 – C-3 Annexation Service Agreement) (Mohan)

Z. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 149 acres within the Extraterritorial Jurisdiction, generally located at the northwest corner of Louisiana Drive and future G. A. Moore Parkway. (Ariana – C-3 Annexation Service Agreement) (McAfee)

AA. Accept the resignation of Drew Smith and declare a vacancy on the Downtown Commission.

AB. Accept the resignation of Daniel Gall and declare a vacancy on the Economic Development Corporation Board of Directors.

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 7 acres to Commercial, Office, & Retail District (C) with the Preston Road Overlay (PRO), generally located at the northwest corner of Preston Road and future Oklahoma Drive. (Celina Marketplace - Rezoning) (Mohan)

Mayor Terry opened the public hearing at 6:19 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:19 p.m.

Upon a motion by Councilmember Griggs and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to adopt Ordinance No.2023-03. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Tony Griggs, Place 6
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

B. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 149 acres, generally located at the northwest corner of Louisiana Drive and future G.A. Moore Parkway, within the Extraterritorial Jurisdiction (ETJ). (Ariana – C-3 Expedited Annexation) (McAfee)

Minutes Acceptance: Minutes of Feb 14, 2023 5:00 PM (Minutes Approval)

Mayor Terry opened the public hearing at 6:23 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:23 p.m.

Upon a motion by Councilmember Hopkins and a second by Mayor Pro Tem Pierce, the Council voted six (6) for and none (0) opposed to adopt Ordinance No.2023-04. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Jay Pierce, Place 2
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

C. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 149 acres to a Planned Development (PD) with Single-Family, Detached District (SF-R), Single-Family, Attached District (SF-A), Multi-Family, Horizontal District (MF-0), and Commercial, Office, & Retail (C) base zoning, generally located at the northwest corner of Louisiana Drive and future G.A. Moore Parkway. (Ariana – Zoning) (McAfee)

Mayor Terry opened the public hearing at 6:23 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:23 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to adopt Ordinance No.2023-05. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

D. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 12 acres, generally located at the northeast corner of Kristina Court and Mark Alexander Court, within the Extraterritorial Jurisdiction (ETJ). (Preston 450 – C-3 Expedited Annexation) (Mohan)

Mayor Terry opened the public hearing at 6:24 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:24 p.m.

Upon a motion by Councilmember Griggs and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to adopt Ordinance No.2023-06. The motion carried.

Minutes Acceptance: Minutes of Feb 14, 2023 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Tony Griggs, Place 6
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

E. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 12 acres to a Planned Development (PD) with Single-Family Residential Estate District (SF-E) base zoning, generally located at the northeast corner of Kristina Court and Mark Alexander Court. (Preston 450 – Zoning) (Mohan)

Mayor Terry opened the public hearing at 6:25 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:25 p.m.

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to adopt Ordinance No.2023-07. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

F. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 22 acres to Single-Family Residential Attached District (SF-A), generally located south of Sunset Boulevard and approximately 735 feet east of KC Robinson Lane. (Glory Villas (Sunset 22) - Rezoning) (McAfee)

Mayor Terry opened the public hearing at 6:29 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:29 p.m.

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to adopt Ordinance No.2023-08. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

Minutes Acceptance: Minutes of Feb 14, 2023 5:00 PM (Minutes Approval)

G. The Celina City Council will conduct a public hearing, in accordance with Section 43.0751(d) of the Texas Local Government Code, to provide members of the public the opportunity to present testimony or evidence and act upon a proposed Strategic Partnership Agreement between the City and the Collin County Municipal Utility District, No. 1 (the "District"), which agreement provides for the City's limited purpose annexation of all non-residential (i.e. commercial and retail) land along W. Frontier Parkway within the District, with such annexation to commence immediately after the effective date of the Strategic Partnership Agreement. Pursuant to Section 43.0751(f)(1) of the Texas Local Government Code, upon the date a limited-purpose annexation ordinance is adopted, the non-residential (i.e. commercial and retail) land along W. Frontier Parkway included within the boundaries of the district shall be deemed to be within the limited purpose boundary limits of the City without the need for further action by the City Council of the City, including issuing notice or conducting public hearings or an election within the district on the question of annexation. (Light Farms – Limited Purpose Annexation First Public Hearing) (McAfee)

Mayor Terry opened the public hearing at 6:34 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:34 p.m.

No action was taken.

H. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Cambridge Crossing Public Improvement District Service and Assessment Plan, including the Phase #3 Assessment Roll – Phase #3 Additional Projects; making a finding of special benefit to property within Phase #3 of the Cambridge Crossing Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the Phase #3 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended (Cambridge Crossing Phase 3 PID – Additional Levy Ordinance) (Pollard)

Mayor Terry opened the public hearing at 6:36 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:36 p.m.

Upon a motion by Councilmember Hopkins and a second by Mayor Pro Tem Pierce, the Council voted six (6) for and none (0) opposed to adopt Ordinance No.2023-09. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Jay Pierce, Place 2
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

Minutes Acceptance: Minutes of Feb 14, 2023 5:00 PM (Minutes Approval)

I. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Cambridge Crossing Public Improvement District Service and Assessment Plan, including the Phase #3 Assessment Roll – Phase #3 Improvements; making a finding of special benefit to property within Phase #3 of the Cambridge Crossing Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the Phase #3 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Cambridge Crossing Phase 3 PID – Improvement Levy Ordinance) (Pollard)

Mayor Terry opened the public hearing at 6:38 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:38 p.m.

Upon a motion by Councilmember Griggs and a second by Councilmember Koehne, the Council voted six (6) for and none (0) opposed to adopt Ordinance No.2023-10. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Tony Griggs, Place 6
SECONDER:	Mindy Koehne, Place 5
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

Mayor Terry recused himself from his place at the dais.

J. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Harper Estates Public Improvement District Service and Assessment Plan, including the Assessment Roll; making a finding of special benefit to property within the Harper Estates Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Harper Estates PID – Levy Ordinance) (Pollard)

Mayor Pro Tem Pierce opened the public hearing at 6:42 p.m.

With no one wishing to speak, Mayor Pro Tem Pierce closed the public hearing at 6:42 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Griggs, the Council voted six (6) for and none (0) opposed to adopt Ordinance No.2023-11. The motion carried.

Minutes Acceptance: Minutes of Feb 14, 2023 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Tony Griggs, Place 6
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

Mayor Terry returned to his place at the dais.

K. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final amended and restated The Lakes at Mustang Ranch Public Improvement District Service and Assessment Plan, including the Phase #7 Assessment Roll; making a finding of special benefit to property within Phase #7 of The Lakes at Mustang Ranch Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the Phase #7 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Mustang Lakes Phase 7 PID – Improvement Levy Ordinance) (Pollard)

Mayor Terry opened the public hearing at 6:44 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:44 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Koehne, the Council voted six (6) for and none (0) opposed to adopt Ordinance No.2023-12. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Mindy Koehne, Place 5
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

L. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final North Sky Public Improvement District Service and Assessment Plan, including the Improvement Area #1 Assessment Roll; making a finding of special benefit to property within Improvement Area #1 of the North Sky Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended (North Sky IA Phase 1 PID – Levy Ordinance) (Pollard)

Mayor Terry opened the public hearing at 6:50 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:50 p.m.

Minutes Acceptance: Minutes of Feb 14, 2023 5:00 PM (Minutes Approval)

Upon a motion by Councilmember Hopkins and a second by Councilmember Koehne, the Council voted six (6) for and none (0) opposed to adopt Ordinance No.2023-13. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

M. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final North Sky Public Improvement District Service and Assessment Plan, including the Major Improvement Area Assessment Roll; making a finding of special benefit to property within the Major Improvement Area of the North Sky Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended (North Sky MIA PID – Levy Ordinance) (Pollard)

Mayor Terry opened the public hearing at 6:51 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:51 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Griggs, the Council voted six (6) for and none (0) opposed to adopt Ordinance No.2023-14. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Tony Griggs, Place 6
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

IX. ACTION ITEM:

A. Consider and act to authorize an agreement for residential irrigation evaluation services from M & M Irrigation and Illumination (MMII) in an annual amount not to exceed $50,000.00. (Quigley)

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve an agreement for residential irrigation evaluation services with M&M Irrigation Illumination. The motion carried.

Minutes Acceptance: Minutes of Feb 14, 2023 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

B. Consider and act upon a Resolution of the City Council of the City of Celina Texas, adopting the city's certificate of convenience and necessity transfer policy; repealing all conflicting policies; providing a severability clause; and providing for an effective date. (Brawner)

RESULT:	**TABLED [UNANIMOUS]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

C. Consider and act to authorize an agreement for engineering services with TRC Engineers for the Mustang Water CCN Application in an amount not to exceed $21,930.00. (Brawner)

Upon a motion by Councilmember Koehne and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve agreement for engineering services with TRC Engineers. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Mindy Koehne, Place 5
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

D. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (North Sky Public Improvement District Major Improvement Area Project); approving and authorizing related agreements; and providing an effective date. (North Sky MIA PID – Bond Ordinance) (Pollard)

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve Bond Ordinance No. 2023-15, with the form of the City Attorney Opinion letter in the Bond Purchase Agreement Exhibit including edits made by the City Attorney. The motion carried.

Minutes Acceptance: Minutes of Feb 14, 2023 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

Mayor Terry moved to Action Item F.

F. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (North Sky Public Improvement District Improvement Area #1 Project); approving and authorizing related agreements; and providing an effective date. (North Sky IA Phase 1 PID – Bond Ordinance) (Pollard)

Upon a motion by Mayor Pro Tem Pierce and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve the Bond Ordinance No. 2023-17, with the form of the City Attorney Opinion letter in the Bond Purchase Agreement Exhibit including edits made by the City Attorney. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

Mayor Terry recused himself from his place at the dais.

E. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Harper Estates Public Improvement District Project); approving and authorizing related agreements; and providing an effective date. (Harper Estates PID – Bond Ordinance) (Pollard)

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2023-16. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

Mayor Terry returned to his place at the dais.

G. Consider and act upon appointments to fill term on the Audit Committee. (Bromiley)

Upon a motion by Councilmember Hopkins and a second by Councilmember Koehne, the Council voted six (6) for and none (0) opposed to appoint Mayor Terry, Councilmember Hopkins, and Councilmember Wigginton to the Audit Committee. The motion carried.

Minutes Acceptance: Minutes of Feb 14, 2023 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

X. ADJOURNMENT:

Honorary Mayor Brody Williams adjourned the Regular Meeting of the Celina City Council at 7:15 p.m. on Tuesday, February 14, 2023.

_____
Sean Terry, Mayor

_____ _____
Lauren Vaughns, City Secretary Date Minutes Approved

Minutes Acceptance: Minutes of Feb 14, 2023 5:00 PM (Minutes Approval)

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Lauren Vaughns, City Secretary
CC:	Linda Shaw, Director of Library Services
Date:	March 14, 2023
Re:	Resignation of Library Board Member

Action Requested:
Accept the resignation of Jessica Biwot and declare a vacancy on the Library Board. (Vaughns)

Background Information:
On January 2, 2023, Jessica Biwot submitted her resignation as a member of the Library Board. Jessica was originally appointed in 2022.

Staff Recommendation:
Acceptance of Resignation

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Lauren Vaughns, City Secretary
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	May General Election Contracts

Action Requested:

Consider and act upon approval of a Joint General Election Contract for election services by and among the City of Celina, Collin County Elections Administrator, and political subdivisions of Collin County, and a Joint General Election Agreement by and among the City of Celina, Denton County Elections Administrator and political subdivisions of Denton County. (Vaughns)

Background Information:

The May 6th General Election will require voting equipment and related services to be provided by Collin and Denton County Elections Administrators.

Financial Considerations:

Estimated costs will be available once all of the voting locations and number of entities participating have been finalized.

Supporting Documents:

Draft contracts

Staff Recommendation:

Staff recommends approval.

JOINT ELECTION SERVICES CONTRACT
("Election Services Contract")

ELECTION SERVICES AGREEMENT

BETWEEN

THE COLLIN COUNTY ELECTIONS ADMINISTRATOR
("Contracting Election Officer")

AND THE POLITICAL SUBDIVISIONS LISTED BELOW
("Participating Political Subdivisions")

CITY OF ALLEN
CITY OF ANNA
CITY OF BLUE RIDGE
CITY OF CARROLLTON
CITY OF CELINA
CITY OF DALLAS
TOWN OF FAIRVIEW
CITY OF FARMERSVILLE
CITY OF FRISCO
CITY OF LUCAS
CITY OF McKINNEY
CITY OF MURPHY
TOWN OF NEW HOPE
CITY OF PARKER
CITY OF PLANO
TOWN OF PROSPER
CITY OF RICHARDSON
CITY OF SACHSE
TOWN OF ST. PAUL
CITY OF WYLIE
COLLIN COLLEGE
ALLEN INDEPENDENT SCHOOL DISTRICT
ANNA INDEPENDENT SCHOOL DISTRICT
CELINA INDEPENDENT SCHOOL DISTRICT
COMMUNITY INDEPENDENT SCHOOL DISTRICT
FARMERSVILLE INDEPENDENT SCHOOL DISTRICT
FRISCO INDEPENDENT SCHOOL DISTRICT
LOVEJOY INDEPENDENT SCHOOL DISTRICT
McKINNEY INDEPENDENT SCHOOL DISTRICT
MELISSA INDEPENDENT SCHOOL DISTRICT
PLANO INDEPENDENT SCHOOL DISTRICT
PRINCETON INDEPENDENT SCHOOL DISTRICT
PROSPER INDEPENDENT SCHOOL DISTRICT
NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1
BEAR CREEK SPECIAL UTILITY DISTRICT

Attachment: Contract for Election Services_Joint General and Special - Collin County (Election Contracts)

COPEVILLE SPECIAL UTILITY DISTRICT
SEIS LAGOS SPECIAL UTILITY DISTRICT
WESTMINISTER SPECIAL UTILITY DISTRICT

FOR THE CONDUCT OF A JOINT ELECTION

TO BE HELD ON SATURDAY, MAY 6, 2023

TO BE ADMINISTERED BY THE COLLIN COUNTY ELECTIONS ADMINISTRATOR

Attachment: Contract for Election Services_Joint General and Special - Collin County (Election Contracts)

1. ADMINISTRATION AND STATUTORY AUTHORITY
    a. Bruce Sherbet ("Bruce Sherbet") is the duly appointed County Elections Administrator ("Elections Administrator") of Collin County, Texas and the Department Head of the Collin County Elections Department. As such, Mr. Sherbet is the Election Administrator of Collin County, Texas and authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract with the contracting authority of the Participating Political Subdivisions.
    b. The contracting authorities of the Participating Political Subdivisions listed on the cover pages of this Election Services Contract is hereby participating in the Joint Election to be held in Collin County, Texas on Saturday, May 6, 2023, and is hereby contracting with the Elections Administrator of Collin County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

2. DUTIES AND SERVICES OF THE CONTRACTING ELECTION OFFICER
    a. The Contracting Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
        i. The Contracting Election Officer will prepare and publish the required Notice of Election and post the required orders and resolutions to the Collin County Elections Department website.
        ii. The Contracting Election Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Count Station and judge of the Early Voting Ballot Board.
        iii. The Contracting Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The presiding election judge of each Vote Center will use his/her discretion to determine when additional workers are needed, during peak voting hours.
        iv. The Contracting Election Officer will determine the number of clerks to work in the Central Count Station and the number of clerks to work on the Ballot Board.
            1. Election judges shall attend the Contracting Election Officer's school of instruction (Election Law Class). A training event calendar will be provided.
            2. Election judges and alternate judges shall be responsible for picking up and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be $25.00.
        v. The Contracting Election Officer shall compensate each election judge and worker. Each judge shall receive $15.00 per hour, each alternate judge shall receive $14.00 per hour for, and each clerk shall receive $13.00 per hour for services rendered. Overtime will be paid to each person working over 40 hours per week.
    b. The Contracting Election Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.
        i. The Contracting Election Officer shall secure election kits, which include the legal documentation required to hold an election and all supplies.
        ii. The Contracting Election Officer shall secure the tables, chairs, and legal documentation required to run the Central Count Station.
        iii. The Contracting Election Officer shall provide all lists of registered voters required for use on Election Day and for the Early Voting period required by law.

Attachment: Contract for Election Services_Joint General and Special - Collin County (Election Contracts)

iv. The Contracting Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
    1. Equipment includes the rental of ES&S ExpressVote Universal voting machines (EVS 6.1.1.0), ES&S ExpressTouch curbside voting machines (EVS 6.1.1.0), ES&S DS200 ballot counters (EVS 6.1.1.0), ES&S Model DS450 and DS850 High-Speed Scanners/Tabulators (EVS 6.1.1.0), ADA compliant headphones and keypads, voting signs and election supply cabinets.
    2. Supplies include paper ballot cards, Early Voting and Election Day supply kits, provisional ballot kits, security seals, pens, tape, markers, etc.

c. The Contracting Election Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk.
    i. The Contracting Election Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
    ii. The Contracting Election Officer shall select the Early Voting Polling Locations and arrange for the use of each.
    iii. Early Voting by personal appearance for the Participating Political Subdivisions shall be conducted during the early voting dates and times and at the locations listed in Exhibit "A" attached and incorporated by reference into this Election Services Contract.
    iv. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office located at 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.
        1. Applications for mail ballots erroneously mailed to the Participating Political Subdivisions shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Election Officer for proper retention.
        2. All Federal Post Card Applications (FPCA) will be sent a mail ballot. No postage is required.
    v. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for counting by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The Contracting Officer shall appoint the presiding judge of this Board.

d. The Contracting Election Officer shall select the Election Day Vote Centers and arrange for the use of each.
    i. The Participating Political Subdivisions shall assume the responsibility of remitting their portion of cost of all employee services required to provide access, provide security or provide custodial services for the Vote Centers.
    ii. The Election Day Vote Centers are listed in Exhibit "B", attached and incorporated by reference into this Election Services Contract.

e. The Contracting Election Officer shall be responsible for establishing and operating the Central Count Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. The Central Count Station Manager shall be Bruce Sherbet. The Central Count Station Judge shall be Kathi-Ann Rivard. The Tabulation Supervisor shall be Brian Greisbach.
    i. The Tabulation Supervisor shall prepare, test and run the County's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Election Officer.
    ii. The Public Logic and Accuracy Test of the electronic voting system shall be conducted in accordance with Election Law. The Contracting Election Officer will post the required Notice of Logic and Accuracy testing.

Attachment: Contract for Election Services_Joint General and Special - Collin County (Election Contracts)

iii. Election night reports will be available to the Participating Political Subdivisions at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with state law.
iv. The Contracting Election Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide canvassing documents to the Participating Political Subdivisions as soon as possible after all returns have been tallied.
v. The Contracting Election Officer shall be appointed as the custodian of the voted ballots and shall retain all election materials for a period of 22 months.
1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.

f. The Contracting Election Officer shall conduct a partial manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivisions in a timely manner. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201 of the aforementioned code.

3. DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS
a. The Participating Political Subdivisions shall assume the following duties:
i. The Participating Political Subdivisions will prepare, adopt, and publish all legally required election orders, resolutions, and other documents required by, or of, their governing bodies. The Participating Political Subdivisions are required to send Collin County Elections Department a copy of any election order or resolution related to this Joint Election within three business days of publishing, adopting or ordering it.
ii. The Participating Political Subdivisions shall provide the Contracting Election Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible but no later than Monday, February 27, 2023.
iii. The Participating Political Subdivisions shall procure and provide the Contracting Election Officer with the ballot layout and Spanish interpretation in an electronic format.
1. The Participating Political Subdivisions shall deliver to the Contracting Election Officer as soon as possible, but no later than 5:00 p.m. Monday, February 27, 2023, the official wording for the Participating Political Subdivisions' May 6, 2023 Joint Election.
2. The Participating Political Subdivisions shall approve the ballot proofs format within 24 hours of receiving the ballot proof and prior to the final printing.
a. If the Participating Political Subdivisions fail to approve the ballot proofs within 24 hours of receiving the proofs, the Contracting Election Officer will presume that the ballot proofs have been approved by the Participating Political Subdivisions. Any costs incurred by making any changes to the ballot (designing, printing, programming, etc.) from this point forward will be the responsibility of the Participating Political Subdivisions.

iv. The Participating Political Subdivisions shall compensate the Contracting Election Officer for all associated costs including any additional verified cost incurred in the process of running this election or for a manual count, this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.

b. The Participating Political Subdivisions shall pay the Contracting Election Officer 90% of the estimated cost to run the said election prior to Friday, March 31, 2023. The Contracting Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The deposit should be made payable to the "Collin County Treasury" with a note "for election services" included with the check documentation and delivered to the Collin County Treasury, 2300 Bloomdale Rd., #3138, McKinney, Texas 75071.

Attachment: Contract for Election Services_Joint General and Special - Collin County (Election Contracts)

c. The Participating Political Subdivisions shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing. Additionally, all payments in excess of the final cost to perform the election will be refunded to the participating Political Subdivisions.

4. COST OF SERVICES.
   a. See Exhibit "C".

5. GENERAL PROVISIONS
   a. Nothing contained in this Election Services Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the Participating Political Subdivisions' May 6, 2023 Joint Election are to be filed, or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
   b. Upon request, the Contracting Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivisions.
   c. If the Participating Political Subdivisions cancel their elections pursuant to Section 2.053 of the Texas Election Code shall pay the Contracting Officer a contract preparation fee of $75.00 and will not be liable for any further costs incurred by the Contracting Officer.
   d. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

Attachment: Contract for Election Services_Joint General and Special - Collin County (Election Contracts)

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as "participating authority or participating authorities" located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

[entities]

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 6, 2023 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as "Elections Administrator."

RECITALS

Each participating authority listed above plans to hold a General or Special Election on May 6, 2023. Denton County plans to hold county-wide voting for this General Election.

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

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

I. ADMINISTRATION

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

Attachment: 0523 DRAFT Contract - Denton County (Election Contracts)

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

II. LEGAL DOCUMENTS

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

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

III. VOTING LOCATIONS

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

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2020 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

Attachment: 0523 DRAFT Contract - Denton County (Election Contracts)

place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

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

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at the rate of $13 an hour. Election judges and clerks that elect to complete online training shall be compensated as a rate of a flat $40. In the event that as Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

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

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091 and overtime after 40 hours worked per week, if applicable. The election judge, or their designee, will receive an additional sum of $25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Presiding Judge in Early Voting, or their designee, will receive an additional sum of $25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Presiding Judge ($15/hour), Alternate Judge ($14/ hour), Clerk ($13/ hour)

Election Day – Presiding Judge ($15/hour), Alternate Judge ($14/ hour), Clerk ($13/ hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post-election administration. In such cases, costs shall be pro-rated among participants of this contract. Personnel working in support of full-time staff will be expensed on a pro-rated basis and include a time period of one week prior to the election, during the election, and one week post-election. Personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

Attachment: 0523 DRAFT Contract - Denton County (Election Contracts)

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (April 3, 2023) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

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

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list must be in a Word document, the information will preferably be in sentence case format, be in Arial 12 point font, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall

Attachment: 0523 DRAFT Contract - Denton County (Election Contracts)

be arranged with the appropriate school district ballot content appearing on the ballot following the County's election, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by personal appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

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

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

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Exhibit A of this document includes locations, dates, and times that voting will be held for Early Voting by personal appearance. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for temporary branch polling places will be considered and determined based on the availability of facility and if it is within the Election Code parameters. All costs for temporary locations including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and who are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

The standard dates and hours for the May 6, 2023 election will be as follows:

Monday, April 24, 2023 through Saturday, April 29, 2023; 8am – 5pm
Sunday, April 30, 2023; 11am-5pm
Monday, May 1, 2023 through Tuesday, May 2, 2023; 7am-7pm.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities

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shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: elections@dentoncounty.gov

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

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208
Email: elections@dentoncounty.gov

The Elections Administrator shall post on the county website, the participating authority's Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day's early voting activity will be posted no later than 11:00 am each business day.

VII. EARLY VOTING BALLOT BOARD

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator
Presiding Judge: Early Voting Ballot Board Judge
Alternate Judge: Early Voting Ballot Board Alternate Judge

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

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

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

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

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

X. RUNOFF ELECTIONS

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

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

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 10, 2023, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

Attachment: 0523 DRAFT Contract - Denton County (Election Contracts)

The participating authorities agree to share the costs of administering the Joint Election.

Allocation of general expenses, which are not directly attributable to an individual polling location, will be expensed by each participating authority's percentage of registered voters of the total registered voters of all participating authorities.

Expenses for Early Voting by personal appearance shall be allocated based upon the actual costs associated with each early voting location. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting locations within their jurisdiction. Participating authorities that do not have a polling location within their jurisdiction shall pay an equal portion of the nearest polling location.

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place. If a participating authority's election is conducted at more than one Election Day polling location there shall be no charges or fees allocated to the participating authority for the cost of the Election Day polling location in which the authority has fewer than 50% of the total registered voters served by that polling location, except that if the number of registered voters in all of the authority's polling locations is less than the 50% threshold, the participating authority shall share the expenses, based on their percentage of registered voters, of the polling location at which it has the greatest percentage of registered voters.

In the event that participating authorities with overlapping boundaries cannot make an agreement on Early Voting and/or Election Day locations, the requesting participating authority agrees to bear the entire expense of the location.

Each participating authority requesting additional hours, outside of the standard hours, for a location or locations, agree to split the cost of the additional open hours equally amongst the requesting participating authorities.

Costs for Early Voting by mail, in-person ballots, provisional ballots, and Poll Pad paper shall be allocated according to the actual number of ballots issued to each participating authority's voters and the cost shared equally amongst participating authorities of each ballot style.

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

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

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

Attachment: 0523 DRAFT Contract - Denton County (Election Contracts)

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

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

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

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

XIII. RECORDS OF THE ELECTION

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

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

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable.

Attachment: 0523 DRAFT Contract - Denton County (Election Contracts)

It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

XIV. RECOUNTS

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

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

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.

5. In the event that one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

Attachment: 0523 DRAFT Contract - Denton County (Election Contracts)

7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.

Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	$43.137
Voter Registration Clerk	$33.198 - $35.590
Technology Resources Coordinator	$46.790
Elections Technician	$31.220 - $37.234
Voter Registration Coordinator	$40.308
Training Coordinator	$45.243
Election Coordinator	$37.234

XIV. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 6, 2023 election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

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

[costs]

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Attachment: 0523 DRAFT Contract - Denton County (Election Contracts)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kim Brawner, Assistant City Manager
Date:	March 14, 2023
Re:	Choate Parkway and Coit Road Escrow Agreement

Action Requested:

Consider and act to authorize the City Manager to execute an escrow letter Agreement by and among the City of Celina and MCREF SFR 1 Wilson Creek, LLC (Mill Creek Residential) for improvements of Choate Parkway and lighting for Coit Road; and providing for an effective date. (Glasgow)

Background Information:

This item sets aside an escrow account to secure the installation, construction and completion of the improvements to Choate Parkway and Coit Road. Funds for the Choate Parkway Improvements from Coit Road to one thousand feet (1000') east of Coit Road to go into escrow are to cover costs for the portions of paving and storm for the first two lanes and turn lane adjacent to the property and fifty percent (50%) of the cost of the dual head street lights. Funds for the Coit Road Improvements to go into escrow are to cover costs for fifty percent (50%) of the cost of the dual head street lights adjacent to their property. The developer is constructing the first two lanes and turn lane of Coit Road adjacent to their property, so escrow for Coit Road is only needed for their portion of the street lights.

Supporting Documents:

- Proposed Agreement

Staff Recommendation:

Staff recommends approval.

ROAD IMPROVEMENTS ESCROW AGREEMENT

THIS ROAD DEVELOPMENT AND ESCROW AGREEMENT (this "**Agreement**") is executed as of _____, 2023 (the "**Effective Date**"), by and among MCREF SFR 1 WILSON CREEK, LLC a Texas limited liability company ("**Mill Creek Residential**") and THE CITY OF CELINA ("**Celina**" or "**City**"). Mill Creek Residential and Celina are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Mill Creek Residential is the owner of approximately 45.5810 acres of land, more or less, situated in the City, as more particularly described on **Exhibit "A"** attached hereto and incorporated for all purposes herein (the "**Property**").

B. Mill Creek Residential has agreed to escrow funds for Celina's construction of a portion of Coit Road (a.k.a. County Road 86) and Choate Parkway (a.k.a County Road 88) and all work related thereto for the benefit of the Property, to be located as depicted herein as **Exhibit "B"** attached hereto and incorporated herein for all purposes (the "**Improvements**").

C. Mill Creek Residential is to escrow funds as a contribution to the City's construction of the Improvements, which will benefit its Property, in the amount of $561,573.91 (the "**Escrow Funds**"), which Escrow Funds are to be deposited with, held and used by Celina in accordance with the terms and conditions hereof.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of the Parties set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **Recitals**. The Recitals above are hereby incorporated into the body of this Agreement.

2. **Plans and Specifications**. At such time as Celina is prepared to proceed with the construction of the Improvements, Celina shall be solely responsible for preparing plans and specifications for the Improvements.

3. **Delivery of Funds**. Within five (5) business days after execution of this Agreement, Mill Creek Residential shall deliver the Escrow Funds to Celina. Celina shall thereafter hold the Escrow Funds under the terms of this Agreement and use the Escrow Funds in accordance with the provisions hereof. Following the delivery of the Escrow Funds, Mill Creek Residential will owe the City no further monetary obligations with respect to this Agreement and the Improvements defined herein.

4. **Investment of Escrow Funds**. Upon its receipt of the Escrow Funds, Celina will deposit the Escrow Funds into an interest-bearing account maintained by Celina and track the Escrow Funds as a separate line item in Celina's books in accordance with the Governmental Accounting Standards Board (the "**Escrow Account**"). All earnings and interest from the Escrow Funds deposited in the Escrow Account shall also constitute Escrow Funds.

5. **Construction of Improvements**. Celina shall, at its sole cost and expense, begin construction of the Improvements upon completion of the design plans and securing all necessary funding for the completion of the project, each at the discretion of Celina. Celina shall provide written notice to Mill Creek Residential fifteen (15) days prior to commencing construction on the Improvements.

Attachment: Amavi Celina Escrow (Amavi Escrow Agreement)

6. **Grant of Easements**. Mill Creek Residential agrees to grant and dedicate to Celina any and all proportionate easements and right-of-way requested by Celina on any Mill Creek Residential-owned property for construction of the Improvements.

7. **Disbursement of Escrow Funds.** Celina agrees to use Escrow Funds from time to time to pay the design and construction costs incurred relative to the Improvements, and shall maintain and retain copies of the bills and statements and other supporting documentation for which payments are made in accordance with Celina's lawfully adopted record retention policies that conform to state law.

8. **Termination of Agreement**. This Agreement shall automatically terminate without any further action or notice by any Party upon the later of (i) three (3) months after completion of the Improvements or (ii) the disbursement of the entire balance of the Escrow Funds for use by Celina in accordance with this Agreement.

9. **Insurance**. Celina shall require any of its contractors for the Improvements to maintain insurance in a form and level required by City policies, until final completion of the Improvements.

10. **Indemnification**. MILL CREEK RESIDENTIAL AGREES TO INDEMNIFY AND HOLD HARMLESS CELINA, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (INDIVIDUALLY AN "**INDEMNIFIED PARTY**" AND COLLECTIVELY, "**INDEMNIFIED PARTIES**") FROM ANY COSTS, DAMAGES, EXPENSES OR CLAIMS, INCLUDING REASONABLE ATTORNEYS' FEES (COLLECTIVELY, "**EXPENSES**"), WHICH ANY INDEMNIFIED PARTY MAY INCUR OR SUSTAIN AS A RESULT OF OR ARISING OUT OF A BREACH BY MILL CREEK RESIDENTIAL OF THIS AGREEMENT ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL ANY PARTY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. **Controversy**. Should any controversy arise between or among Celina and Mill Creek Residential, or any other person, firm, or entity, with respect to Celina's use of the Escrow Funds, the Parties agree to submit the dispute to Celina's City Engineer for resolution. The findings of Celina's City Engineer shall be binding on the Parties.

12. **Notices**. All notices, requests, demands and other communications hereunder (collectively, "**Notices**") shall be given in writing and will be deemed delivered and received when actually received by the intended recipient or, whether actually received or not, when: (a) personally delivered to the intended recipient; (b) sent by email transmission to the email address of the intended recipient; or (c) sent by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service, to the address of the intended recipient. The respective addresses, email addresses and contact persons to be used for all Notices are as follows:

If to Mill Creek Residential: MCREF SFR 1 WILSON CREEK, LLC
5910 N. Central Expressway, Suite 1100
Dallas, Texas 75206
Email: adym@mcrtrust.com
Attn: Aubrey Dym

If to Celina: City of Celina, Texas
Attn: Jason Laumer
142 North Ohio

Attachment: Amavi Celina Escrow (Amavi Escrow Agreement)

Celina, Texas 75009

If personally delivered pursuant to this Section, Notices shall be deemed delivered upon actual receipt; if sent by email transmission pursuant to this Section, Notices shall be deemed delivered the day of such transmission (provided that the sender of such Notice shall bear the burden of proof of such transmission); if sent by private overnight courier pursuant to this Section, Notices shall be deemed delivered upon receipt; and if sent by U.S. mail pursuant to this Section, Notices shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any Party may change its contact information for the purposes of Notices under this Agreement by providing written notice thereof in accordance with this Section to the other Parties.

13. **Governing Law**. This Agreement is being delivered and is intended to be performed in the State of Texas and shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of Texas without regard for conflicts of laws principles. Venue for any legal action brought hereunder shall lie in Collin County, Texas.

14. **Force Majeure**. Whenever a period of time is herein prescribed for action to be taken, a Party responsible for such action shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, inclement weather days in excess of thirty (30) days, or any other causes of any kind whatsoever which are beyond the control of such Party ("**Force Majeure**"). Within ten (10) business days after such Party obtains knowledge that an obligation for which it is responsible hereunder or a condition of which it is a beneficiary hereunder will not be or has not been timely performed or satisfied, as applicable, as a result of Force Majeure, the Party must notify the other Parties, describing in detail the event of Force Majeure, the amount of time the Party reasonably anticipates to be needed to resume performance and a detailed timeline of the steps to be taken and when; otherwise, the Party having required action will only have thirty (30) days to resume performance. In the event that a Force Majeure event shall occur, and following the timely notice required by this Section 14, the deadline specified in this Agreement for Mill Creek Residential to complete construction of the Improvements shall be extended by the actual number of days of any prevention, delay, nonperformance, or stoppage due to the Force Majeure event.

15. **Governmental Powers; Waivers of Immunity**. By execution of this Agreement, Celina does not waive or surrender any of their governmental powers, immunities, or rights. The Parties specifically agree that this Agreement does constitute a contract for goods or services under Chapter 271 of the Texas Local Government Code. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto. Nothing in this Agreement is intended to delegate or impair the performance by Celina of its governmental functions.

16. **MILL CREEK RESIDENTIAL'S ACKNOWLEDGEMENT OF CELINA'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/MILL CREEK RESIDENTIAL'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.**

(i) MILL CREEK RESIDENTIAL ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

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(I) THE ESCROWED FUNDS EXPRESSLY SET FORTH IN THIS AGREEMENT FOR CONSTRUCTION OF THE IMPROVEMENTS UNDER THIS AGREEMENT, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

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

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

(C) NUISANCE.

(II) THE AMOUNT OF MILL CREEK RESIDENTIAL'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE IMPROVEMENTS EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE MILL CREEK RESIDENTIAL'S ANTICIPATED IMPROVEMENTS AND MILL CREEK RESIDENTIAL'S DEVELOPMENT ON THE PROPERTY PLACES ON CELINA'S ROADWAY INFRASTRUCTURE.

(III) MILL CREEK RESIDENTIAL HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY ESCROWED FUNDS WHICH IT CONVEYS TO CELINA PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY MILL CREEK RESIDENTIAL, AND MILL CREEK RESIDENTIAL HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY CELINA RELATIVE TO SAID ESCROWED FUNDS IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON CELINA'S ROADWAY INFRASTRUCTURE. MILL CREEK RESIDENTIAL FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST CELINA UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE DEVELOPMENT.

(ii) THIS SECTION 15 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

17. **General Provisions**.

(a) Recitals. The recitals contained in this Agreement: (i) are true and correct as of the Effective Date; (ii) form the basis upon which the Parties negotiated and entered into this Agreement; (iii) are legislative findings of the City Council of the City; and (iv) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement.

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(b) Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

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

(d) Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Mill Creek Residential represents and warrants that this Agreement has been approved by appropriate action of Mill Creek Residential, and that the individual executing this Agreement on behalf of Mill Creek Residential has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

(f) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

(g) Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

(i) Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

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

Attachment: Amavi Celina Escrow (Amavi Escrow Agreement)

Exhibit A Legal Description of the Property
Exhibit B Improvements

(k) Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Mill Creek Residential expressly amending the terms of this Agreement.

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

[Signature Page Follows]

Attachment: Amavi Celina Escrow (Amavi Escrow Agreement)

EXECUTED effective as of the Effective Date.

MILL CREEK RESIDENTIAL:

MCREF SFR 1 WILSON CREEK I, LLC,
A Texas limited liability company

By: _____
Name: Aubrey Doyn
Title: Sr. Vice President

CELINA:

THE CITY OF CELINA

By _____
Name: _____
Title: _____

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EXHIBIT "A"
Property

LEGAL DESCRIPTION

The Mill Creek Residential Property consists of the following tracts described below: Tract 1 – 21.153 acres and Tract 2 – 24.427 acres (Totaling 45.581 acres).

TRACT 1 – 21.153 ACRES

WHEREAS MCREF SFR 1 WILSON CREEK, LLC, is the sole owner of a tract of land situated in the McKenzie Wilhite Survey, Abstract No. 1009, City of Celina, Collin County, Texas and being a portion of a called 45.581 acre tract of land described in a Special Warranty Deed to MCREF SFR1 Wilson Creek , LLC, recorded in Instrument No. _____, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows

BEGINNING at a PK nail set in County Road No. 88 (also known as Choate Parkway, variable width right-of-way) for the northwest corner of said 45.581 acre tract, common to the northeast corner of a called 3.648 acre tract of land described in a Special Warranty Deed to Westgate HS Celina Investment, LP, recorded in Instrument No. 20171219001670770, said Official Public Records;

THENCE North 89°30'41" East, along the northerly line of said 45.581 acre tract and generally along the centerline of said County Road No. 88, a distance of 1011.19 feet to a 5/8 inch iron rod found for the northeast corner of said 45.581 acre tract, common to the northwest corner of a called 20.00 acre tract of land described in a deed to Grayson Collin Electric Cooperative, Inc., recorded in Volume 5191, Page 313, Land Records of Collin County, Texas;

THENCE South 00°35'36" East, departing the centerline of said County Road No. 88, along the easterly line of said 45.581 acre tract and the westerly line of said 20.00 acre tract, a distance of 744.93 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE departing the easterly line of said 45.581 acre tract and the westerly line of said 20.00 acre tract and crossing said 45.581 acre tract, the following courses and distances:

South 89°24'14" West, a distance of 130.54 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 77°53'33" West, a distance of 50.11 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 89°24'14" West, a distance of 301.56 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 00°35'46" East, a distance of 100.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 89°24'14" West, a distance of 10.45 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 26°33'53" West, a distance of 5.95 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 63°26'07" West, a distance of 100.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 26°33'53" West, a distance of 115.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 63°26'07" West, a distance of 240.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 26°33'53" West, a distance of 90.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 18°26'07" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 26°33'53" West, a distance of 50.00 feet a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 63°26'07" West, a distance of 60.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 26°33'53" West, a distance of 100.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 63°26'07" West, a distance of 142.82 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 26°33'53" West, a distance of 8.82 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 1,040.00 feet, a central angle of 15°58'28", and a chord bearing and distance of South 18°34'39" West, 289.02 feet;

In a southwesterly direction, with said tangent curve to the left, an arc distance of 289.96 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 79°24'34" East, a distance of 9.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 1,031.00 feet, a central angle of 07°29'33", and a chord bearing and distance of South 06°50'38" West, 134.72 feet;

In a southwesterly direction, with said non-tangent curve to the left, an arc distance of 134.82 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the right with a radius of 290.00 feet, a central angle of 08°59'46", and a chord bearing and distance of South 07°35'45" West, 45.49 feet;

In a southwesterly direction, with said reverse curve to the right, an arc distance of 45.53 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 219.56 feet, a central angle of 06°47'03", and a chord bearing and distance of South 09°02'08" West, 25.98 feet;

In a southwesterly direction, with said non-tangent curve to the left, an arc distance of 26.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 1,160.00 feet, a central angle of 00°20'19", and a chord bearing and distance of South 00°27'12" West, 6.86 feet;

In a southwesterly direction, with said non-tangent curve to the left, an arc distance of 6.86 feet to feet to a PK nail set in County Road No. 86 (variable width right-of-way), being on the westerly line of said 45.581 acre tract, same being on the easterly line of a called 3.018 acre tract of land described as Tract 2 in a deed to GRBK Edgewood, LLC, as recorded in Instrument No. 20201230002352320, said Official Public Records;

THENCE North 00°39'36" West, along the westerly line of said 45.581 acre tract, the easterly line of said Tract 2, and generally along the centerline of said County Road.86, a distance of 524.06 feet to a PK nail set for the southernmost northwest corner of said 45.581 acre tract, common to the northernmost corner of said Tract 2, and the southerly corner of said 3.648 acre tract, same being at the beginning of a non-tangent curve to the right having a central angle of 00°55'59", a radius of 1160.00 feet, a chord bearing and distance of North 26°05'53" East, 18.89 feet;

THENCE departing said centerline and along the westerly line of said 45.581 acre tract and the easterly line of said 3.648 acre tract, the following:

In a northeasterly direction, with said curve to the right, an arc distance of 18.89 feet to a PK nail set for corner;

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North 26°33'53" East, a distance of 261.02 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 26°54'29", a radius of 1040.00 feet, a chord bearing and distance of North 13°06'38" East, 483.94 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 488.42 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 00°20'36" West, a distance of 193.89 feet to the **POINT OF BEGINNING** and containing 21.153 acres (921,406 square feet) of land, more or less.

TRACT 2 – 24.427 ACRES

WHEREAS MCREF SFR 1 WILSON CREEK, LLC, is the sole owner of a tract of land situated in the McKenzie Wilhite Survey, Abstract No. 1009, City of Celina, Collin County, Texas and being all of a called 45.581 acre tract of land described in a Special Warranty Deed to MCREF SFR 1 Wilson Creek, LLC, recorded in Instrument No. _____, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a PK nail found in County Road No. 86 (variable width right-of-way) for the southwest corner of said 45.581 acre tract, same being on the easterly line of a called 3.018 acre tract of land described as Tract 2 in a deed to GRBK Edgewood, LLC, as recorded in Instrument No. 20201230002352320 of the Official Public Records of Collin County, Texas

THENCE North 00°39'36" West, along the westerly line of said 45.581 acre tract, the easterly line of said Tract 2, and generally along the centerline of said County Road 86, a distance of 272.47 feet to a PK nail set at the beginning of a non-tangent curve to the right with a radius of 1,160.00 feet, a central angle of 00°20'17", and a chord bearing and distance of North 00°27'13" East, 6.84 feet;

THENCE in a northeasterly direction, departing the westerly line of said 45.581 acre tract and the easterly line of said Tract 2, crossing said 45.581 acre tract, with said non-tangent curve to the right, an arc distance of 6.84 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 219.56 feet, a central angle of 06°47'04", and a chord bearing and distance of North 09°02'08" East, 25.98 feet;

THENCE continuing across said 45.581 acre tract, the following courses and distances:

In a northeasterly direction, with said non-tangent curve to the right, an arc distance of 26.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 290.00 feet, a central angle of 08°59'46", and a chord bearing and distance of North 07°35'45" East, 45.49 feet;

In a northeasterly direction, with said non-tangent curve to the left, an arc distance of 45.53 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the right with a radius of 1,031.00 feet, a central angle of 02°54'23", and a chord bearing and distance of North 04°33'04" East, 52.29 feet;

In a northeasterly direction, with said reverse curve to the right, an arc distance of 52.30 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a compound curve to the right with a radius of 1,031.00 feet, a central angle of 04°35'03", and a chord bearing and distance of North 08°17'47" East, 82.47 feet;

In a northeasterly direction, with said compound curve to the right, an arc distance of 82.49 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 79°11'58" West, a distance of 9.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 1,040.00 feet, a central angle of 15°58'28", and a chord bearing and distance of North 18°34'39" East, 289.02 feet;

In a northeasterly direction, with said non-tangent curve to the right, an arc distance of 289.96 feet to a 58/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 27°43'01" East, a distance of 8.82 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 63°26'07" East, a distance of 142.82 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 26°33'53" East, a distance of 100.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;;

South 63°26'07" East, a distance of 60.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 26°33'53" East, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 18°26'07" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 26°33'53" East, a distance of 90.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 63°26'07" East, a distance of 240.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 26°33'53" East, a distance of 115.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 63°26'07" East, a distance of 100.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 26°33'53" East, a distance of 5.95 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 89°24'14" East, a distance of 10.45 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 00°35'46" West, a distance of 100.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 89°24'14" East, a distance of 301.56 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 77°53'33" East, a distance of 50.11 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 89°24'14" East, a distance of 130.54 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner on the easterly line of said 45.581 acre tract, same being on the westerly line of a remainder of a called 20.00 acre tract of land described in a deed to Grayson Collin Electric Cooperative, Inc , as recorded in Volume 5191, Page 313 of the Land Records of Collin County, Texas;

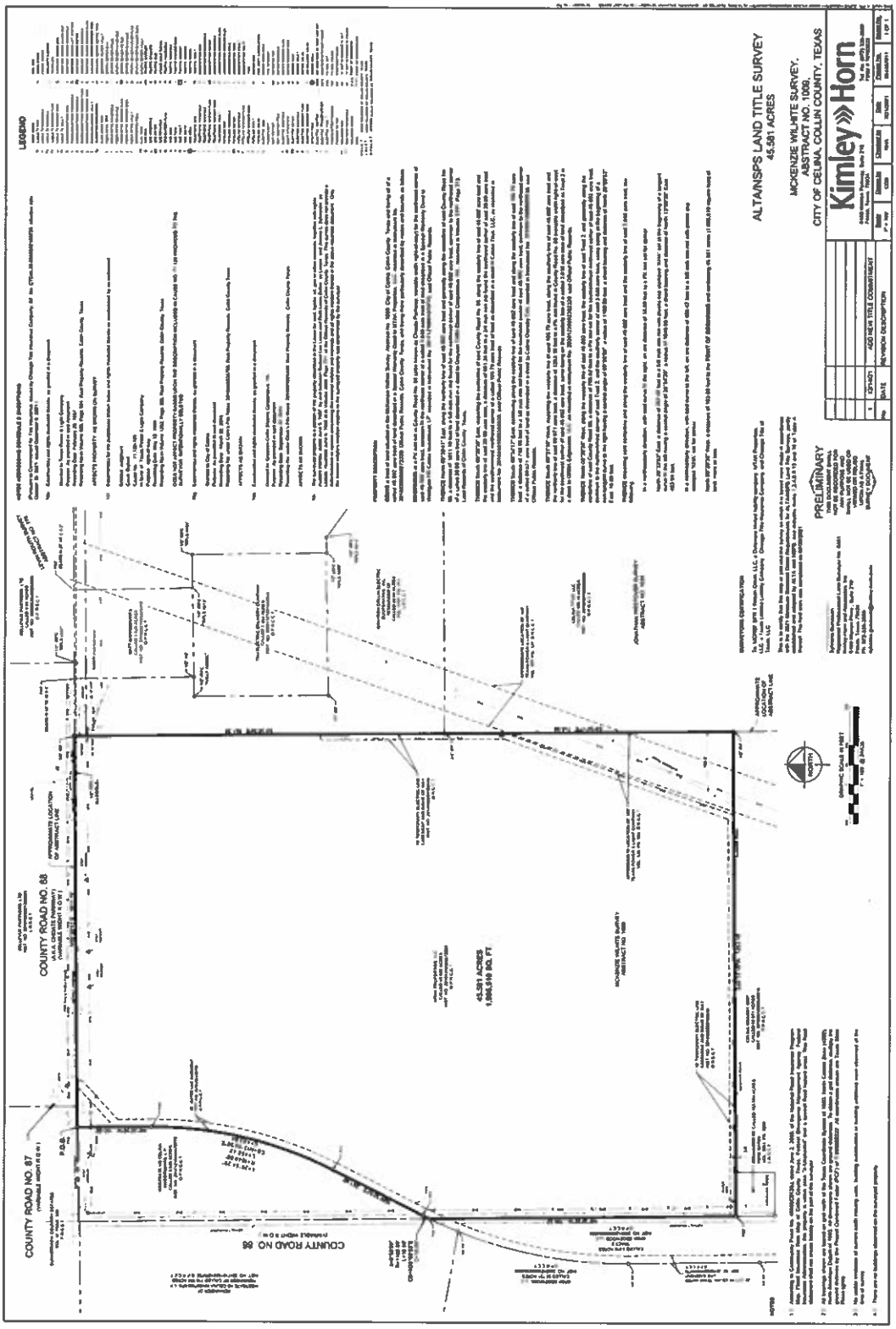
THENCE South 00°35'36" East, along the easterly line of said 45.581 acre tract and the westerly line of said 20.00 acre tract, a distance of 216.43 feet to a 3/4 inch iron pipe found the southwest corner of said 20.00 acre tract and the southernmost northwest corner of a called 105.79 acre tract of land as described in a deed to Celina Titus, LLC, as recorded in Instrument No. 20160401000388930 of the Official Public Records of Collin County, Texas;

THENCE South 00°34'17" East, continuing along the easterly line of said 45.581 acre tract and along the westerly line of said 105.79 acre tract, a distance of 748.96 feet to a 1/2 inch iron rod found for the southeast corner of said 45.581 acre tract, common to the northeast corner of a called 60.971 acre tract of land as described in a deed to Celina Ownsby Coit, recorded in Instrument No. 20180518000609810, of the Official Public Records of Collin County, Texas;

THENCE South 89°31'10" West, departing the westerly line of said 105.79 acre tract, along the southerly line of said 45.581 acre tract and the northerly line of said 60.971 acre tract, a distance of 1,253.10 feet to the **POINT OF BEGINNING** and containing 24.427 acres (1,064,053 square feet) of land, more or less.

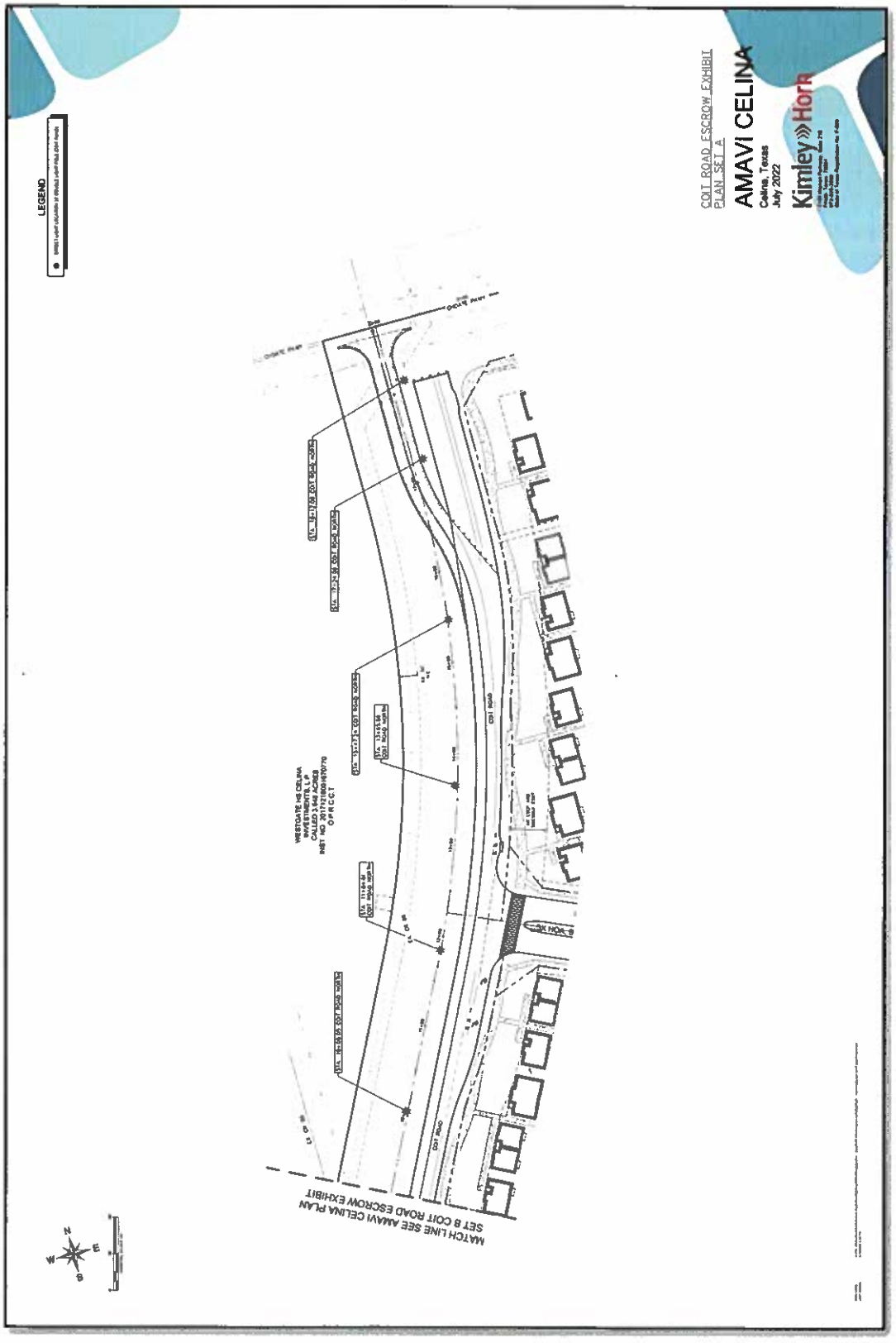
Attachment: Amavi Celina Escrow (Amavi Escrow Agreement)

The Mill Creek Residential Property consists of the following tracts described below: Tract 1 – 21.153 acres and Tract 2 – 24.427 acres (Totaling 45.581 acres).

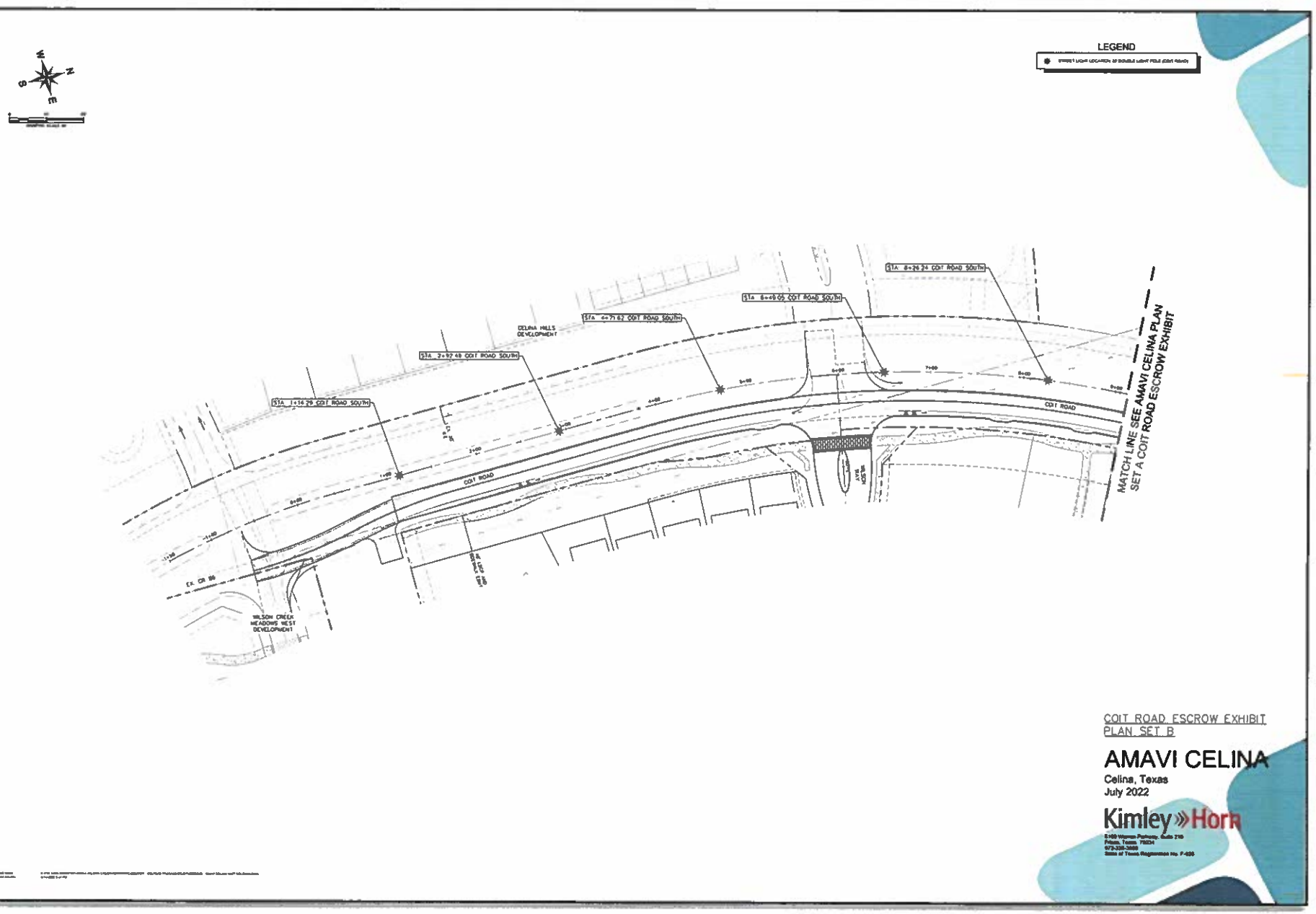


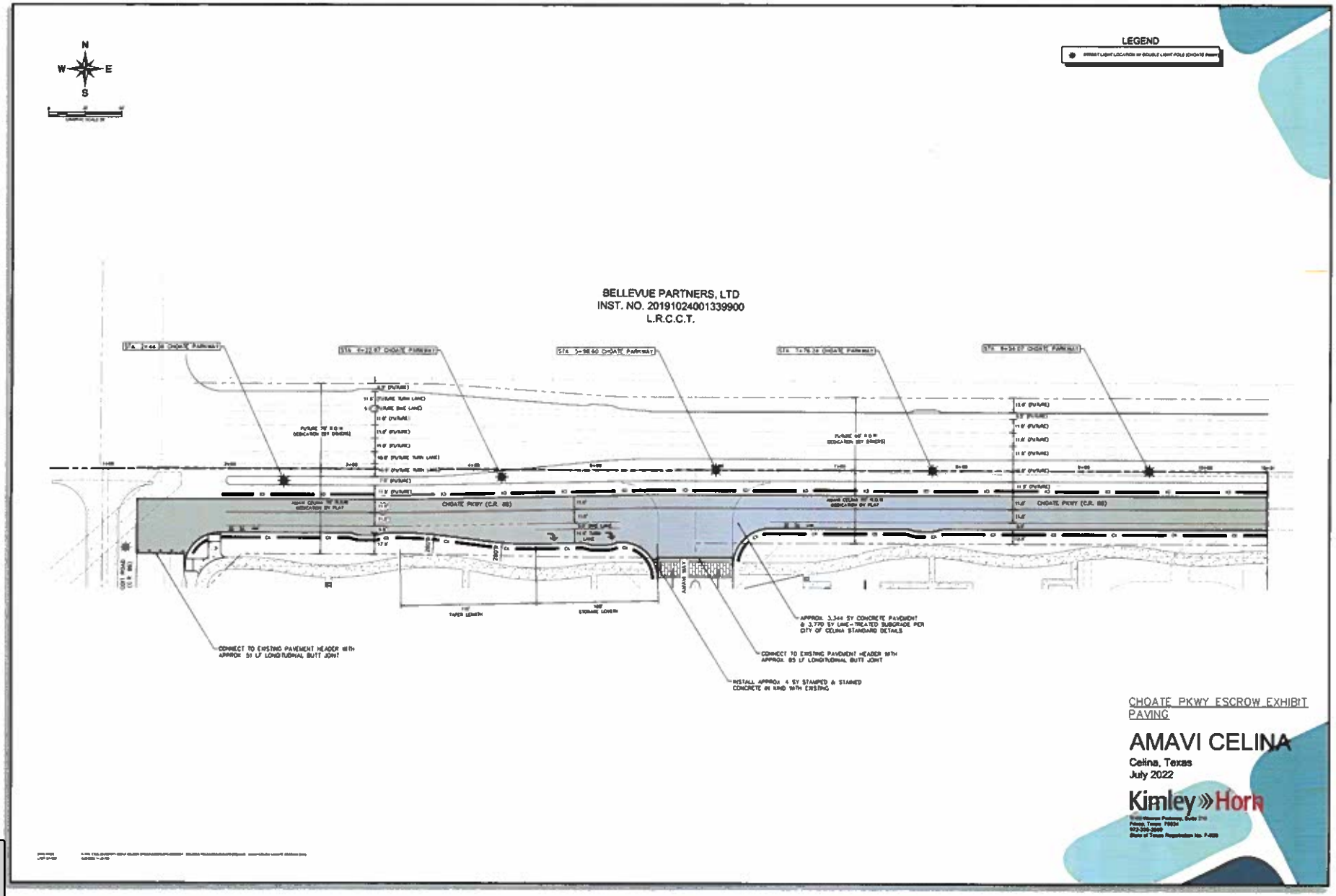
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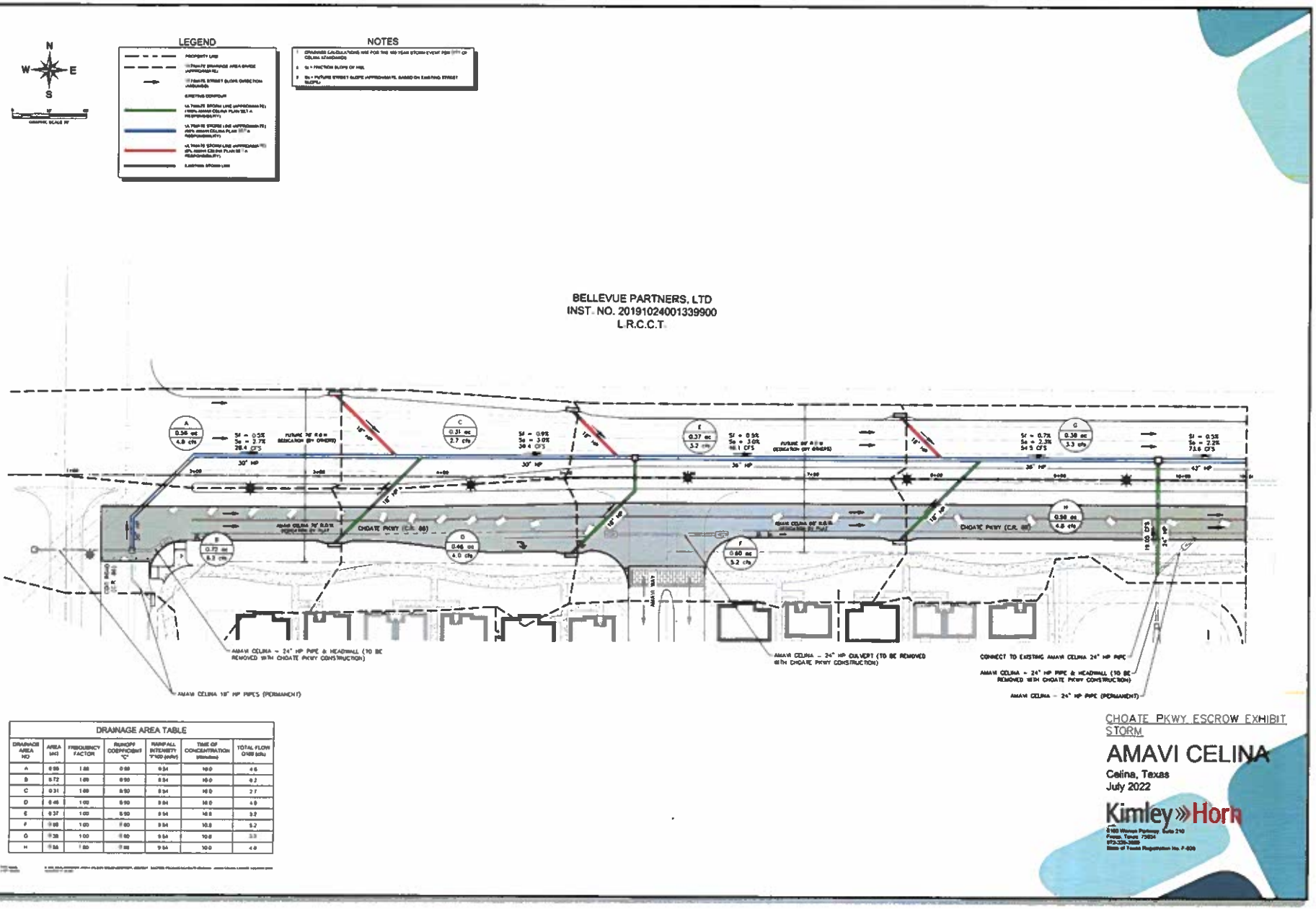
EXHIBIT "B"
Improvements



Attachment: Amavi Celina Escrow (Amavi Escrow Agreement)


LEGEND
STA 1+16.29 COIT ROAD SOUTH
STA 2+92.48 COIT ROAD SOUTH
STA 4+71.62 COIT ROAD SOUTH
STA 6+49.05 COIT ROAD SOUTH
STA 8+26.24 COIT ROAD SOUTH
CELINA HILLS DEVELOPMENT
WILSON CREEK MEADOWS WEST DEVELOPMENT
COIT ROAD
EX. CR 99
MATCH LINE SEE AMAVI CELINA PLAN SET A COIT ROAD ESCROW EXHIBIT
COIT ROAD ESCROW EXHIBIT
PLAN SET B
AMAVI CELINA
Celina, Texas
July 2022
Kimley»Horn


N
W
E
S
LEGEND
BELLEVUE PARTNERS, LTD
INST. NO. 20191024001339900
L.R.C.C.T.
CHOATE PKWY (C.R. 88)
CONNECT TO EXISTING PAVEMENT HEADER WITH APPROX 51 LF LONGITUDINAL BUTT JOINT
CONNECT TO EXISTING PAVEMENT HEADER WITH APPROX 85 LF LONGITUDINAL BUTT JOINT
INSTALL APPROX 4 SY STAMPED & STAINED CONCRETE IN KIND WITH EXISTING
CHOATE PKWY ESCROW EXHIBIT
PAVING
AMAVI CELINA
Celina, Texas
July 2022
Kimley»Horn


LEGEND
NOTES
BELLEVUE PARTNERS, LTD
INST. NO. 20191024001339900
L.R.C.C.T.
CHOATE PKWY (C.R. 66)
AMAVI CELINA – 24" HP PIPE & HEADWALL (TO BE REMOVED WITH CHOATE PKWY CONSTRUCTION)
AMAVI CELINA 18" HP PIPES (PERMANENT)
AMAVI CELINA – 24" HP CULVERT (TO BE REMOVED WITH CHOATE PKWY CONSTRUCTION)
CONNECT TO EXISTING AMAVI CELINA 24" HP PIPE
AMAVI CELINA – 24" HP PIPE (PERMANENT)
DRAINAGE AREA TABLE
CHOATE PKWY ESCROW EXHIBIT
STORM
AMAVI CELINA
Celina, Texas
July 2022
Kimley»Horn

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Andy Glasgow, Director of Engineering
Date:	March 14, 2023
Re:	Dallas Pkwy Signal Design

Action Requested:

Consider and act to authorize an agreement with Lee Engineering for engineering services for the design of a traffic signal at the intersections of Dallas Parkway and Light Farms Way, Dallas Parkway and Punk Carter Parkway, and Dallas Parkway and the Outer Loop in an amount not to exceed $112,500.00. (Berry)

Background Information:

Design services include preparation of plans, scope of work, and construction estimate for two permanent signals at the intersection of Dallas Parkway and Light Farms Way and the intersection of Dallas Parkway and Punk Carter Parkway. A temporary signal will be designed for the intersection of Dallas Parkway and the Outer Loop. The work authorization including the fee schedule and timeline are attached.

The City maintains an executed Master Services Agreement (MSA) with the engineering firm for on-call engineering services.

Alternatives:

Council may reject the authorization and direct staff.

Financial Considerations:

Funding is available through roadway impact fees. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Legal Review:

Contract has been previously reviewed and approved.

Supporting Documents:

Agreement

Staff Recommendation:

Authorize Work Authorization

CELINA TEXAS
Life Connected

WORK AUTHORIZATION

MAPS # _____ **MAPS DATE:** May 8, 2018

Pursuant to and subject to the above referenced Master Agreement for Professional Services (MAPS) between the City of Celina, Texas (Owner) and Consultant listed below, Owner requests that Consultant perform, and Consultant agrees to perform, the work described below.

Consultant:	Lee Engineering, LLC		
Consultant Project #:	TBD		
Project Name:	Dallas Parkway Permanent Signal Designs (Two Interchanges)		
Purchase Order#		**Project #(s)**	

INVOICE SUBMITTAL

Billing Period:	Monthly - for the entire month, billed by the 10th of the following month.
Invoice Mailing Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices; the intersections of Dallas Parkway at_Punk Carter Pkwy, Dallas Parkway at Light Farms and Dallas Parkway at Outer Loop.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Master Agreement for Professional Services (MAPS). Any changes to the scope of work must be in writing and approved by both parties before the work is performed.
3. **Drawings / Plans are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
5. **Other:** CITY to provide other applicable information as available. CITY to provide preliminary survey, utility, and other basefile information obtained from NTTA / Halff Associates for use in the design. CITY to provide the latest available scale aerial photography for each project intersection.

Attachment: Task Order - Permanent Signals - Dallas Parkway Signal Designs Revised (Dallas Pkwy Signal Design, R55)

CONSULTANT PROVIDED INFORMATION:

Project Understanding – DALLAS PARKWAY PERMANENT SIGNAL DESIGNS

Lee Engineering will prepare PS&E for the construction of permanent traffic signals at the intersection of Dallas Parkway at Punk Carter Pkwy and Dallas Parkway at Light Farms. The permanent traffic signals will be designed using signal poles and mast arm assemblies and will be installed in conjunction with the construction of the Dallas North Tollway project.

1. Scope of Work:

Task 1 and Task 2 - Permanent Traffic Signal Designs

Task 1 – Dallas Parkway at Light Farms
Task 2 – Dallas Parkway at Punk Carter

Each signal design will be prepared and billed as part of a separate task outlined above. However, the work to be performed for each of Tasks 1 and 2 will follow the scope outlined below.

a) Project Management and Coordination

Lee Engineering will coordinate with the City of Celina staff, NTTA, and their design consultant Halff Associates to prepare permanent traffic signal plans in a timely fashion. Upon receipt of a notice to proceed, Lee Engineering will schedule a kickoff meeting to confirm the deliverable schedule with the City.

Lee Engineering will attend up to four (4) progress meetings with the City of Celina or other stakeholders as necessary as part of this project. As part of this task, Lee Engineering will also prepare and submit invoices, file project correspondence, and communicate project status to City staff

b) Field Visits

Personnel from Lee Engineering will visit the site to confirm available geometric information, field locate poles, controller cabinet, and electrical services, and identify any specialized design requirements at each location. Although LEE will utilize all utility base file information provided by Halff, Lee Engineering will also request utility locates before scheduling the field conferences so that utilities are marked before the field visit. Our recent experience has been that most franchise utility providers do not respond to Lee Engineering locate requests, and they may be more responsive to the request if placed by City forces.

As part of the field visits, LEE will meet with electrical service providers to confirm the future location and availability of electrical service.

c) Prepare Permanent Traffic Signal PS&E

Lee Engineering will follow the work items below in preparing design plans, specifications, and cost estimate data for each of the two (2) permanent traffic signal installations at the intersection of Dallas Parkway and Punk Cater Pkwy, and Dallas Parkway at Light Farms:

- Lee Engineering will not perform a topographic or boundary survey for this project. All designs will be based on survey, utility, and proposed paving files provided by Halff/NTTA and/or the City.
- Lee Engineering will gather available data from the City of Celina on the Configuration of the intersection and utilities in the area (electronic format). The City/Halff/NTTA will provide design and aerial files that may include, but not be limited to, existing conditions containing edge of pavement location, pavement markings, fence lines, ROW lines, above-ground utilities, and the proposed

Attachment: Task Order - Permanent Signals - Dallas Parkway Signal Designs Revised (Dallas Pkwy Signal Design, R55)

roadway configuration. Based on this information, Lee Engineering will develop a traffic signal base map for the intersection.

- Lee Engineering will coordinate with NTTA and Halff to attempt to locate equipment that is less likely to be impacted by future construction. In addition, we will discuss any guidelines, design issues, design standards, and intersection-specific concerns with the City of Celina.

- LEE is collecting no SUE data. However, our design information will be coordinated with and provided to Halff to confirm no utility conflicts are present.

- LEE will prepare a preliminary plan set (60%), utilizing City and TxDOT design standards for review. These sheets should include permanent pole locations, conduit and wiring run data, signal heads, and vehicle detection. The power source and controller cabinet locations were determined during the development of the temporary traffic signal and will remain in place. The plan set will also include general notes, applicable City and/or TxDOT details, and standard sheets. The 60% plans will be provided to the City for Review and Comment. After we receive review comments from the City, we present them to Halff for coordination purposes.

- Upon review of the preliminary 60% plan set, we will incorporate any comments and prepare all necessary plan sheets for the construction of the proposed permanent traffic signal. A draft set of all plan sheets (90%) will be provided for review.

- We will incorporate any necessary changes upon review and approval and produce a final signed and sealed PDF plan set for submittal on 11" x 17" sheets.

- We will also prepare technical specifications and cost estimate data for the signal installation. We will identify and gather applicable City and TxDOT standards and special specifications required for the signal installation. Quantity estimates for all relevant bid items will be tabulated along with up-to-date unit costs. A draft set of specifications and cost estimate data will be submitted to the City of Celina. Upon completion of the review, we will incorporate necessary changes and produce final specifications and estimate data.

Task 3 – Bid Package Preparation

- LEE has assumed that any LEE plans prepared in Tasks 2 - 3 will be provided to Halff for inclusion in the Dallas North Tollway Construction Plans and Bid Package. All work on this task will be billed hourly on a not to exceed basis and will not be performed unless requested by the City.

- If the City requests, LEE will prepare stand-alone bid packages for any of the signal PS&E prepared.

- We will utilize the City of Celina's standard contract documents to assemble the required documents for the bidding and letting of the signal construction project. The contract documents will include all applicable standard documents from the City, bid sheets, and technical specifications related to the job.

- We will also prepare title sheet and quantity summary sheets for the plans that would not have been prepared previously because the PS&E were originally to be included in NTTA's plan set.

Task 4 – Basic Signal Timing Parameters for Signal Turn-On

Upon request from the City, Lee Engineering will prepare a basic list of timing parameters and input values for the City to provide to the signal contractor to program the controllers before the signal turn-on. These

Attachment: Task Order - Permanent Signals - Dallas Parkway Signal Designs Revised (Dallas Pkwy Signal Design, R55)

values will consist of min green, max green, yellow, all red, pedestrian walk and flashing don't walk times, and applicable phasing information to allow the signal to operate in an actuated mode at turn-on. Lee Engineering will also make staff available to observe signal operations after turn-on and provide a single round of timing adjustment suggestions if necessary.

Basic Signal Timings for signal turn on will be provided at the following locations:

1) Dallas Parkway at Light farms
2) Dallas Parkway at Punk Carter
3) Dallas Parkway at Outer Loop (Temporary Signal)

Task 5 – Bid/Construction Phase Services and other Additional Services

This task will include, but is not limited to, the following items and assumes up to six (6) meetings or site visits:

- In the event of a stand-alone bid package let by the City:
  - Attending pre-bid, pre-construction, as well as other meetings as requested.
  - Prepare bid tabulation and award letter.
- Construction Phase Services:
  - Answer signal construction-related questions from the City, NTTA, or the contractors during bidding or construction.
  - Respond to RFI
  - Review shop drawings as requested.
- Other additional services requested by the City

Lee Engineering does not offer formal construction supervision or inspection services. Due to the number of intersections and unknown date of project construction completion, Lee Engineering recommends a separate task order be prepared for any record drawings needed.

2. Compensation:

BASIC SERVICES		
Work Description	**Fee**	**Compensation Method**
Task 1 – Dallas Parkway at Light Farms Diamond Interchange	$39,250	Lump Sum
Task 2 – Dallas Parkway at Punk Carter Diamond Interchange	$39,250	Lump Sum
BASIC SERVICES SUBTOTAL	**$78,500**	Lump Sum
SPECIAL / ADDITIONAL SERVICES		
Work Description	**Fee**	**Compensation Method**
Task 3 – Bid Package Preparation (Individual bid packages if requested by the City)	$9,000	Hourly
Task 4 – Basic Signal Timings for Signal Turn-On (Dallas Parkway at Light Farms, Dallas Parkway at Punk Carter, Dallas Parkway at Outer Loop Temporary Signal)	$15,000	Hourly
Task 5 – Bid/Construction Phase Services and other Additional Services	$10,000	Hourly
SPECIAL / ADDITIONAL SERVICES	$34,000	Hourly
PROJECT TOTAL	$112,500	–

Attachment: Task Order - Permanent Signals - Dallas Parkway Signal Designs Revised (Dallas Pkwy Signal Design, R55)

3. Timeline:

Work will begin immediately upon your notice to proceed.

LEE will jointly establish a project deliverable schedule with the City upon project kickoff.

An estimated project timeline is below:

Description	Estimated Timeline
Preparation of 60% Signal Plans	35 working days from notice to proceed
Preparation of 90% Signal Plans	15 working days from receipt of comments
Preparation of Final Signed and Sealed PDF Plans	10 working days from receipt of comments

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

CITY OF CELINA

_____

_____
Printed Name & Title

_____
Date

CONSULTANT


Digitally signed by Dharmesh Shah, PE, PTOE
DN: cn=Dharmesh Shah, PE, PTOE, o=Lee Engineering, LLC, ou, email=dshah@lee-eng.com, c=US
Date: 2023.02.27 19:57:21 -06'00'

Signature

Dharmesh Shah PE, PTOE, Vice President
Printed Name & Title

02/27/2023
Date

Attachment: Task Order - Permanent Signals - Dallas Parkway Signal Designs Revised (Dallas Pkwy Signal Design, R55)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Amy Alexander, Director of Information Technology
Date:	March 14, 2023
Re:	Computers FY 23

Action Requested:

Consider and act to purchase computers from Dell Technologies through a cooperative contract with the State of Texas, Department of Information Resources (DIR) in an amount not to exceed $175,000.00. (Berry)

Background Information:

Staff requests authorization to procure computer hardware for new employees and to replace aging hardware for current employees that are no longer in warranty. All items will be purchased through the following cooperative agreement.

- Cooperative Agency: State of Texas Department of Information Resources
- Cooperative Contract #: DIR-TSO-3763

The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Alternatives:

Council may reject the purchase and direct staff.

Financial Considerations:

Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Supporting Documents:

Quote

Staff Recommendation:

Authorize the purchase as recommended.

Contract Number

DIR-TSO-3763

Contract Term Date: **01/10/24**

Contract Expiration Date: **01/10/24**

Vendor Information

Dell Marketing LP

Vendor ID: **1742616805400**

HUB Type: **Non HUB**

RFO: **DIR-TSO-TMP-251**

Contract Status: **Active**

VENDOR CONTACT:

Katherine Dunay

Phone: (512) 720-3222

Vendor Website

DIR CONTACT:

Tiffanay Waller

Phone: (512) 475-4962

Contract Overview

This contract offers Dell branded computers, laptops, tablets, servers, printers, peripherals and other technology products and services through this contract. Dell offers their entire product catalog through this contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract has a number of resellers, many of which are HUB vendors. *DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 1/10/2024.

Contract Details & Ordering Information

- Products & Services
- Commodity Codes
- Brands
- Contract Documents
- How to Order
- Resellers

MORE INFORMATION

Vendor Website

Visit this Vendor's website to view the latest product, service, and pricing information.

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Computer Peripherals
- Computers - Desktop
- Computers - Portable
- Digital Cameras
- Managed Services - Computers
- Networking Products and Services
- Projectors
- Computers
- Computers - Laptops
- Computers - Servers
- Lease Agreement - Computer
- Monitors
- Printers
- Routers and Related Equipment

Attachment: DIR-TSO-3763 _ Texas Department of Information Resources (Computers FY23)

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Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ryan Quigley, Purchasing Agent
CC:	Kim Brawner, Assistant City Manager
Date:	March 14, 2023
Re:	Electrical Services for Downtown Patio Project

Action Requested:

Consider and act to purchase electrical services from Trinity Lighting and Electrical Services through an annual contract with the City for an amount not to exceed $218,900.00. (Quigley)

Background Information:

As part of the Downtown Patio project, the City will be burying the existing overhead electric lines crossing the alley and within the project area. As a result, there is the need for electric service to the existing buildings. The rework will include but not limited to disconnection of the old feeds, extension or upgrade of the existing service feeds, elimination of the overhead roof feeds, upgrade/add new meter bases and disconnects for each feed.

Staff requests authorization to procure these electrical services through an existing annual contract, Bid 2021-0062, previously approved by City Council. The current contract period is from 05/26/2022 to 05/25/2023.

Alternatives:

Council may reject the award and direct staff.

Financial Considerations:

Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Supporting Documents:

Proposal - Patio Project

Staff Recommendation:

Authorize the purchase as recommended.

TRINITY LIGHTING AND ELECTRICAL SERVICES

290 Baker Rd. Celina, TX 75009 (972) 346-2725

PROPOSAL

Work to be Performed: Multiple Locations within Downtown Square – Carmela's, Tender, D&V, Lucy's, Canfield Law, Christie G's, The Lodge, Stone Realty, Willow House, Farmers Insurance, Marilee Water, Airmax, and House Power.

I've included the labor and materials to disconnect the old feeds, upgrade/add new meter-bases and disconnects for each feed, and extend or upgrade the old service feeds as needed eliminating the overhead roof feeds, etc. as discussed.

Repair quote –
Carmela *- (132 N. Louisiana) originally wasn't part of the scope, but was added and as you know already completed*
NTE $4k

Tender *- (224 W. Pecan) 3-phase 400amp w/new U.G. Feed from the new tap can location behind State Farm approximately 40'. 200amp to feedback panel behind new disconnect and 2nd 200amp feed approximately 80' to panel in front to replace old overhead line.*
NTE $10-15k

D&V Auto *- (106 N. Louisiana) 3-phase 400amp to refeed (2) interior disconnects and clean up old safety switches, upgrade grounding, etc. Should only require a couple 20' feeds from new trans-socket to interior equipment. NTE $6-10k*

Lucy's *- (127 N. Ohio) Existing tap can and (2) 200amp panels could be reused off a separate U.G. Feed and would just need a new trans-socket install and 10'-20' refeeds or if not would have to add a new 400amp 3-phase disconnect and feed from the new tap can behind the building w/a 60'-70' feed.*
NTE $6-12k

Canfield Law *- (129 N. Ohio) 1-phase 200amp refeed exterior wall and roof w/supports approximately 100' NTE $6-8k*

Christie G *- (132 N. Ohio) 200amp 1-phase approximately 60' refeed sane as Canfield NTE $6k*

Lodge *- (139 N. Ohio) 200amp 3-phase new feed along building and roof from new tap can approximately 110'. NTE $9-10k*

Stone Realty *- (147 N. Ohio) Eliminate old feed and install new 100-200amp feed from tap can behind building up wall and across the roof. NTE $6-8k*

Willow House *- (238 W. Pecan) 1-phase 200amp assuming existing panel location to remain would require a new feed along the back of the building into the back storage room approximately 60' from new tap can and disconnect/meter-base. NTE $6-7k*

Attachment: Proposal - Patio Project (Electrical Services for Downtown Patio Project)

Farmers Insurance *- (236 W. Pecan) 1-phase 200amp approximately 10' refeed NTE $4-5k*

Mustang Water *- (230 W. Pecan) 1-phase 200amp approximately. 60' refeed along back of building NTE $5-6k*

AirMax *- (216 W. Pecan) 1-phase 200amp approximately 10' refeed NTE $4k*

House power/city required *- installs including 3-4 tap can installs provided by ONCOR, 3-Trans-Socket installs provided by ONCOR, a new meter-base 200amp and panel 3-phase for house power, relocation of old house power controls and circuits from old meter-base and panel behind Lucy's to new panel at Compactor, etc. NTE $25-35k (also excludes U.G feeds from power company boxes to new trans-sockets and tap cans to be provided by others)*

The price range given allows for upgrades to grounding systems and other issues, but doesn't include relocation or upgrade of panels or equipment besides the new conduit feeds and power feeds noted.

In addition, I'd recommend adding some contingency money to the budget $8-15k for city options/changes and $20-50k in tenant service changes if panels are required to be upgraded, moved, or surprises. (Probably not needed because I already have a little of that figured in, but wouldn't hurt just to be safe - there seems to always be surprises on these type jobs dealing with older buildings)

Estimator: Terry Bejcek
*Sales Tax Included: Yes No****
Proposal Applicability 30 Days

Exclusions:
Excludes OT, multiple trips if required, delays caused by others, repairs/upgrades to existing equipment not specifically called out above, paint/prime of any kind, rush freight in, etc.

Acceptance of Proposal: *The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made net 30 of percentage complete each month.*

Date of Acceptance **Signature**

_____ _____

Attachment: Proposal - Patio Project (Electrical Services for Downtown Patio Project)

Property Owner/Name	Address	Amount ($)- NTE
Carmela	132 N. Louisiana	4,000
Tender	224 W. Pecan	15,000
D&V Auto	106 N. Louisiana	10,000
Lucy's	127 N. Ohio	12,000
Canfield Law	129 N. Ohio	8,000
Christie G	132 N. Ohio	10,000
Lodge	139 N. Ohio	10,000
Stone Realty	147 N. Ohio	8,000
Willow House	238 W. Pecan	7,000
Farmers Insurance	236 W. Pecan	5,000
Mustang Water	230 W. Pecan	6,000
AirMax	216 W. Pecan	4,000
House power/city required	Relocation of old meter base to new compactor	35,000
Miscellaneous	All addresses	65,000
Sum		199,000
Contingency		19,900
Grand Total		**218,900**

Attachment: Proposal - Patio Project (Electrical Services for Downtown Patio Project)

Life Connected.

INTEROFFICE MEMORANDUM

TO: DAWN BERRY, PURCHASING DIRECTOR

FROM: ANDY GLASGOW, DIRECTOR OF ENGINEERING

SUBJECT: PATIO PLAZA ELECTRICAL SERVICES

DATE: 3/2/2023

CC: KIMBERLY BRAWNER, ASSITANT CITY MANAGER PUBLIC SERVICES
CATHERIN ODURO, SENIOR CIVIL ENGINEER

The Downtown Patio Plaza contains the relocation of electrical services serving the existing businesses from overhead power lines to underground electrical feeds. As part of the City's agreement with Oncor as maintenance upgrades, the City of Celina will own all the electrical conduits and electrical lines that will be installed from a new transformer adjacent to Founder's Park to the meters of each business. A new electrical tap can will replace the existing power pole in the alley.

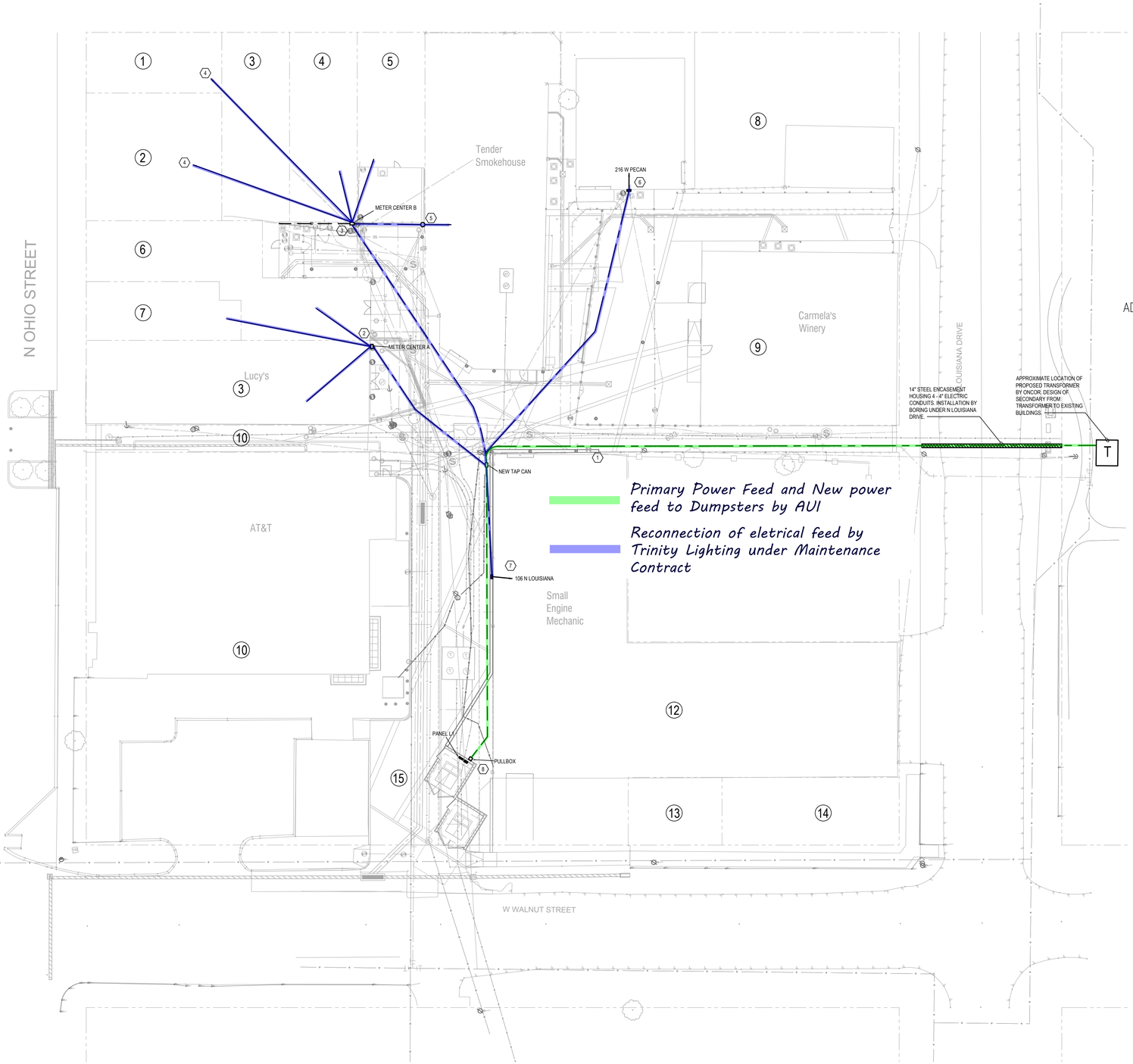
As these are City facilities that the City will own and maintain, the project is proposing to utilize Trinity Lighting to reconnect each business. Trinity's work will entail connecting power from the new tap can, which replaces the pole as the power source, to each business meter. I have attached the sheet distinguishing the AUI's work and Trinity's reconnection work.

If you have any additional questions about the request, please feel free to call.

Andy Glasgow, P.E., PMP, CFM

Attachment

Attachment: Interoffice Memo Electrical Services (Electrical Services for Downtown Patio Project)



PROPERTY LEGEND

1. ESTATE OF DAN P. STONE
2. CELINA LODGE
3. CELINA REAL ESTATE
4. JARRELL DWAIN GRAY & SUSAN KAY GRAY DBA STAR REAL ESTATE
5. GUNTER WATER SUPPLY CORP
6. KELT & CHRISTY GIBSON
7. EDWARD & JENNIFER CAWLFIELD
8. ABS WARD REAL ESTATE GROUP LP
9. CARMELA WINERY LLC
10. SOUTHWESTERN BELL TELEPHONE CO.
11. DAVID LEE ETAL STYLES
12. DIEGO G. MATEHUALA
13. CELINA GARAGE BROS LLC
14. CELINA CORNER BROS LLC
15. CITY OF CELINA ALLEY PUBLIC R.O.W.

ADDRESS LIST (IN SCOPE)

106 N LOUISIANA
127 N OHIO
129 N OHIO
131 N OHIO
147 N OHIO
224 W PECAN
230 W PECAN
236 W PECAN
238 W PECAN
216 W PECAN

GENERAL NOTES:

1. ALL EXISTING WATER AND SEWER LINES TO REMAIN IN PLACE AND ACTIVE UNTIL NEW LINES HAVE BEEN INSTALLED. ANY SHUT DOWN TO SERVICES TO THE EXISTING BUILDINGS SHOULD BE COORDINATED WITH THE BUILDING TENANTS, OWNERS, AND CITY PRIOR TO SHUT DOWN.
2. REFER TO CIVIL PLANS FOR DEMOLITION PLAN NOTES
3. CONTRACTOR TO COORDINATE WITH CITY R.O.W. PRIOR TO TRENCHING TO LOCATE EXISTING UNDERGROUND EQUIPMENT
4. ALL TRENCHES HOUSING MULTIPLE CONDUITS SHALL HAVE A MINIMUM 2" OF FILL SEPERATING CONDUITS
5. ALL CONDUIT SHALL BE INSTALLED AT ATLEAST MINIMUM REQUIRED DISTANCE FROM OTHER UNDERGROUND EQUIPMENT/LINES.
6. REFERENCE RISER DIAGRAM FOR UNDERGROUND FEEDER REQUIREMENTS

KEY NOTES: (DESIGNATED BY "⟨#⟩")

1. INSTALL 4 CONDUITS TOTAL, 2 CONDUITS TO BE INSTALLED AS SPARES FOR FUTURE USE.
2. PROVIDE NEW METER CENTER FOR SUITES 127, 129, & 131. EXTEND EXISTING SERVICE FEEDER TO NEW METER CENTER AND REMOVE EXISTING SERVICE EQUIPMENT. COORDINATE EXACT LOCATION OF METER CENTER WITH CIVIL AND LANDSCAPE PLANS PRIOR TO INSTALLATION.
3. PROVIDE NEW METER CENTER TO SUITES 139, 147, 230, 236, & 238. METER CENTER SHALL BE INSTALLED ON BUILDING NEAR EXISTING POLE. NEW FEEDERS SHALL BE INSTALLED TO EXISTING TENANT EQUIPMENT. IF NECESSARY, EXISTING METER CABINET SHALL BE USED AS JUNCTION BOX WITH INTERIORS REMOVED.
4. PROVIDE NEW CONDUIT SERVICE FEEDER ACROSS ROOF TO EXISTING TENANT EQUIPMENT.
5. PROVIDE NEW UNDERGROUND FEEDER FROM METER CENTER TO WALL OF SUITE 224 BUILDING. PROVIDE SERVICE CONDUIT UP WALL AND PROVIDE WEATHER-HEAD 4 FEET ABOVE WALL/FENCE. AN AERIAL LINE SHALL BE PROVIDED TO RECONNECT SERVICE TO TENANT. REFERENCE RISER DIAGRAM.
6. NEW UNDERGROUND SERVICE TO TENANT EQUIPMENT.
7. NEW UNDERGROUND SERVICE TO TENANT EQUIPMENT EXISTING METER ON POLE SHALL BE REMOVED & EXISTING AERIAL LINE SHALL TRANSITION TO UNDERGROUND.
8. ROUTE 2 INCH CONDUIT TO PULLBOX, METER, AND PANEL L1 FOR CITY COMPACTORS AND UP-LIGHTING.

NORTH

1 SITE PLAN

SCALE: 1" = 20'-0"

Jordan & Skala Engineers
17855 North Dallas Parkway • Suite 320
Dallas, TX. 75287
p. 469.385.1616 • f. 469.385.1615
Texas Registered Engineering Firm F-499

DAVID M. MATTHEWS II 89390 LICENSED PROFESSIONAL ENGINEER
2.2.2022

THIS DRAWING IS THE PROPERTY OF JORDAN SKALA ENGINEERS INC. AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART WITHO WRITTEN PERMISSION BY JORDAN & SKALA ENGINEERS.

CELINA ALLEY PLAZA

CITY OF CELINA, TEXAS

PRINT RECORD

DATE	ISSUED FOR
2021.08.20	UNDERGROUND REVIEW
2021.08.30	ISSUED FOR PERMIT

REVISIONS

#	DATE	DESCRIPTION

Project Number: 2130217

Drawn By: CS Checked By: D

SHEET TITLE

SITE PLAN

SHEET NUMBER

E1.0

NOT ISSUED FOR CONSTRUCTION

Attachment: Interoffice Memo Electrical Service (Electrical Services for Downtown Patio Project)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Andy Glasgow, Director of Engineering
Date:	March 14, 2023
Re:	Preston Road Water Line, 2023-027, W51

Action Requested:

Consider and act to award bid 2023-027 for Preston Road Water Line to Public Works to Maya Underground Contractors in an amount of $2,863,744.45 plus ten percent contingency in the amount of $286,374.45 for an amount not to exceed $3,150,118.90. (Berry)

Background Information:
On February 20, 2023, the City received responses to bid 2023-027 for Preston Road Water Line to Public Works. The project includes the installation of a twenty-four inch waterline to the Public Works Building and includes the installation of approximately 8,110 LF of twenty-four inch PVC water main, 204 LF of twelve inch PVC water main, and 70 LF of six inch PVC water main.

The solicitation was advertised in the local paper and posted on the City's eProcurement system in which three hundred twelve vendors were notified. Thirteen response were received.

An initial review was done by Purchasing and forwarded to staff and the Engineer of Record. The Engineer reviewed the submittal and verified references.

The contract period is for 120 days.

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:
Funding is available through funding received from the American Rescue Plan Act. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Legal Review:
Contract documents were previously reviewed and approved.

Supporting Documents:
Tab Sheet

Agreement

Staff Recommendation:
Award Bid # 2023-027

BID TABULATION

Preston Road Water Line to Public Works 2023-027

Line #	Description	QTY	UOM	Maya Underground Contractors		Dickerson Construction Company Inc.		ANA Site Construction		Pittard Construction Company (ROB PITTARD)	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Base Bid										
1.1	24-Inch Water Pipe	7932	LF	$230.00	$1,824,360.00	$240.00	$1,903,680.00	$240.00	$1,903,680.00	$243.40	$1,930,648.80
1.2	12-Inch Water Pipe	317	LF	$95.00	$30,115.00	$115.00	$36,455.00	$83.00	$26,311.00	$95.00	$30,115.00
1.3	6-Inch Water Pipe	70	LF	$83.00	$5,810.00	$130.00	$9,100.00	$43.00	$3,010.00	$75.00	$5,250.00
1.4	24-Inch Butterfly Valve	19	EA	$16,100.00	$305,900.00	$13,000.00	$247,000.00	$16,000.00	$304,000.00	$16,875.00	$320,625.00
1.5	12-Inch Gate Valve	11	EA	$5,450.00	$59,950.00	$4,200.00	$46,200.00	$6,200.00	$68,200.00	$5,285.00	$58,135.00
1.6	6-Inch Gate Valve	7	EA	$2,510.00	$17,570.00	$1,850.00	$12,950.00	$2,800.00	$19,600.00	$1,875.00	$13,125.00
1.7	24-Inch x 12-Inch Reducer	1	EA	$3,629.00	$3,629.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$3,890.00	$3,890.00
1.8	24-Inch 11.25-Degree Bend	2	EA	$4,491.00	$8,982.00	$6,000.00	$12,000.00	$4,900.00	$9,800.00	$4,590.00	$9,180.00
1.9	24-Inch 22.5-Degree Bend	8	EA	$4,703.00	$37,624.00	$6,000.00	$48,000.00	$5,200.00	$41,600.00	$4,795.00	$38,360.00
1.10	24-Inch 45-Degree Bend	2	EA	$5,263.00	$10,526.00	$6,000.00	$12,000.00	$5,400.00	$10,800.00	$4,875.00	$9,750.00
1.11	24-Inch Tee	1	EA	$9,371.00	$9,371.00	$10,000.00	$10,000.00	$11,000.00	$11,000.00	$10,500.00	$10,500.00
1.12	24-Inch x 12-Inch Tee	11	EA	$7,002.00	$77,022.00	$7,000.00	$77,000.00	$9,900.00	$108,900.00	$8,475.00	$93,225.00
1.13	24-Inch x 6-Inch Tee	7	EA	$5,369.00	$37,583.00	$5,500.00	$38,500.00	$6,300.00	$44,100.00	$6,050.00	$42,350.00
1.14	24-Inch Plug	2	EA	$2,554.00	$5,108.00	$1,500.00	$3,000.00	$5,100.00	$10,200.00	$3,030.00	$6,060.00
1.15	12-Inch Plug	11	EA	$864.00	$9,504.00	$600.00	$6,600.00	$1,100.00	$12,100.00	$800.00	$8,800.00
1.16	Fire Hydrant	7	EA	$6,100.00	$42,700.00	$6,500.00	$45,500.00	$7,000.00	$49,000.00	$8,235.00	$57,645.00
1.17	24-Inch Water Pipe with 36-Inch Steel Encasement Pipe Installed by	193	LF	$838.00	$161,734.00	$1,000.00	$193,000.00	$836.00	$161,348.00	$850.00	$164,050.00
1.18	24-Inch Water Pipe with 36-Inch Steel Encasement Pipe Installed by	136	LF	$304.00	$41,344.00	$625.00	$85,000.00	$368.00	$50,048.00	$755.00	$102,680.00
1.19	12-Inch Water Pipe with 24-Inch Steel Encasement Pipe Installed by	64	LF	$282.00	$18,048.00	$360.00	$23,040.00	$261.00	$16,704.00	$600.00	$38,400.00
1.20	Air and Vacuum Release Valve	4	EA	$15,800.00	$63,200.00	$15,750.00	$63,000.00	$21,475.00	$85,900.00	$14,030.00	$56,120.00
1.21	Connect to Existing Water Line	1	EA	$4,611.00	$4,611.00	$2,500.00	$2,500.00	$4,800.00	$4,800.00	$3,750.00	$3,750.00
1.22	Remove and Replace Asphalt Pavement	62	SY	$207.00	$12,834.00	$337.50	$20,925.00	$75.00	$4,650.00	$95.00	$5,890.00
1.23	Trench Protection	8172	LF	$0.75	$6,129.00	$3.00	$24,516.00	$1.00	$8,172.00	$1.00	$8,172.00
1.24	Hydromulch	72977	SY	$0.65	$47,435.05	$1.00	$72,977.00	$0.50	$36,488.50	$0.75	$54,732.75
1.25	Silt Fence	8172	LF	$2.20	$17,978.40	$2.00	$16,344.00	$5.00	$40,860.00	$1.75	$14,301.00
1.26	Construction Entrance	2	EA	$1,500.00	$3,000.00	$1,500.00	$3,000.00	$5,000.00	$10,000.00	$1,500.00	$3,000.00
1.27	Project Sign	1	EA	$1,677.00	$1,677.00	$1,500.00	$1,500.00	$2,000.00	$2,000.00	$1,000.00	$1,000.00
	Total				**$2,863,744.45**		**$3,018,287.00**		**$3,047,771.50**		**$3,089,754.55**

Line #	Description	QTY	UOM	Pennington Utility Construction, LLC.		Rich & Burns Utilities, LLC		Acadia Services, LLC		Western Municipal Construction of Texas LLC		Timco Blasting and Coatings, Inc	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Base Bid												
1.1	24-Inch Water Pipe	7932	LF	$281.00	$2,228,892.00	$270.45	$2,145,209.40	$258.00	$2,046,456.00	$273.00	$2,165,436.00	$261.00	$2,070,252.00
1.2	12-Inch Water Pipe	317	LF	$81.00	$25,677.00	$131.20	$41,590.40	$106.00	$33,602.00	$125.00	$39,625.00	$157.37	$49,886.29
1.3	6-Inch Water Pipe	70	LF	$61.00	$4,270.00	$85.25	$5,967.50	$55.00	$3,850.00	$89.00	$6,230.00	$100.00	$7,000.00
1.4	24-Inch Butterfly Valve	19	EA	$15,000.00	$285,000.00	$17,296.90	$328,641.10	$22,000.00	$418,000.00	$16,500.00	$313,500.00	$16,000.00	$304,000.00
1.5	12-Inch Gate Valve	11	EA	$4,300.00	$47,300.00	$5,239.20	$57,631.20	$5,200.00	$57,200.00	$7,600.00	$83,600.00	$7,812.45	$85,936.95
1.6	6-Inch Gate Valve	7	EA	$2,100.00	$14,700.00	$2,338.22	$16,367.54	$2,200.00	$15,400.00	$4,800.00	$33,600.00	$3,421.60	$23,951.20
1.7	24-Inch x 12-Inch Reducer	1	EA	$2,850.00	$2,850.00	$4,287.01	$4,287.01	$4,000.00	$4,000.00	$6,200.00	$6,200.00	$5,966.98	$5,966.98
1.8	24-Inch 11.25-Degree Bend	2	EA	$3,600.00	$7,200.00	$4,412.76	$8,825.52	$6,000.00	$12,000.00	$6,800.00	$13,600.00	$7,304.21	$14,608.42
1.9	24-Inch 22.5-Degree Bend	8	EA	$3,800.00	$30,400.00	$4,631.52	$37,052.16	$7,000.00	$56,000.00	$7,100.00	$56,800.00	$7,537.50	$60,300.00
1.10	24-Inch 45-Degree Bend	2	EA	$3,900.00	$7,800.00	$5,091.00	$10,182.00	$8,800.00	$17,600.00	$7,300.00	$14,600.00	$7,645.50	$15,291.00
1.11	24-Inch Tee	1	EA	$7,500.00	$7,500.00	$14,133.95	$14,133.95	$13,200.00	$13,200.00	$16,000.00	$16,000.00	$12,984.05	$12,984.05
1.12	24-Inch x 12-Inch Tee	11	EA	$6,900.00	$75,900.00	$7,192.19	$79,114.09	$11,000.00	$121,000.00	$9,100.00	$100,100.00	$12,367.14	$136,038.54
1.13	24-Inch x 6-Inch Tee	7	EA	$4,100.00	$28,700.00	$5,508.90	$38,562.30	$9,500.00	$66,500.00	$7,500.00	$52,500.00	$8,856.08	$61,992.56
1.14	24-Inch Plug	2	EA	$2,600.00	$5,200.00	$3,187.40	$6,374.80	$7,000.00	$14,000.00	$5,200.00	$10,400.00	$5,033.64	$10,067.28
1.15	12-Inch Plug	11	EA	$300.00	$3,300.00	$777.06	$8,547.66	$920.00	$10,120.00	$3,500.00	$38,500.00	$1,834.80	$20,182.80
1.16	Fire Hydrant	7	EA	$5,300.00	$37,100.00	$6,977.51	$48,842.57	$6,200.00	$43,400.00	$8,000.00	$56,000.00	$8,655.95	$60,591.65
1.17	24-Inch Water Pipe with 36-Inch Steel Encasement Pipe Installed by	193	LF	$1,100.00	$212,300.00	$696.33	$134,391.69	$900.00	$173,700.00	$1,400.00	$270,200.00	$960.00	$185,280.00
1.18	24-Inch Water Pipe with 36-Inch Steel Encasement Pipe Installed by	136	LF	$300.00	$40,800.00	$467.66	$63,601.76	$440.00	$59,840.00	$469.00	$63,784.00	$960.00	$130,560.00
1.19	12-Inch Water Pipe with 24-Inch Steel Encasement Pipe Installed by	64	LF	$260.00	$16,640.00	$221.89	$14,200.96	$310.00	$19,840.00	$256.00	$16,384.00	$589.00	$37,696.00
1.20	Air and Vacuum Release Valve	4	EA	$17,000.00	$68,000.00	$14,958.89	$59,835.56	$19,300.00	$77,200.00	$14,800.00	$59,200.00	$28,500.00	$114,000.00
1.21	Connect to Existing Water Line	1	EA	$18,700.00	$18,700.00	$2,538.69	$2,538.69	$5,900.00	$5,900.00	$8,300.00	$8,300.00	$7,581.08	$7,581.08
1.22	Remove and Replace Asphalt Pavement	62	SY	$75.00	$4,650.00	$203.89	$12,641.18	$220.00	$13,640.00	$220.00	$13,640.00	$200.00	$12,400.00
1.23	Trench Protection	8172	LF	$7.00	$57,204.00	$0.75	$6,129.00	$2.00	$16,344.00	$1.00	$8,172.00	$8.00	$65,376.00
1.24	Hydromulch	72977	SY	$0.62	$45,245.74	$1.81	$132,088.37	$1.00	$72,977.00	$1.00	$72,977.00	$0.90	$65,679.30
1.25	Silt Fence	8172	LF	$2.00	$16,344.00	$2.20	$17,978.40	$3.00	$24,516.00	$4.20	$34,322.40	$3.00	$24,516.00
1.26	Construction Entrance	2	EA	$1,500.00	$3,000.00	$3,306.30	$6,612.60	$3,000.00	$6,000.00	$1,700.00	$3,400.00	$7,500.00	$15,000.00
1.27	Project Sign	1	EA	$650.00	$650.00	$826.58	$826.58	$1,299.00	$1,299.00	$1,500.00	$1,500.00	$1,200.00	$1,200.00
	Total				**$3,295,322.74**		**$3,302,173.99**		**$3,403,584.00**		**$3,558,570.40**		

Attachment: Bid Tabulation by Line (Preston Road Water Line, 2023-027, W51)

Preston Road Water Line to Public Works

				R Construction Civil,LLC		BAR Constructors, Inc		BLACKROCK CONSTRUCTION (BRCT, LLC)		Canary Construction, Inc.	
				Total Price	$3,670,624.50	Total Price	$4,133,706.25	Total Price	$3,100,488.00	Total Price	$3,257,642.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Base Bid										
1.1	24-Inch Water Pipe	7932	LF	$319.00	$2,530,308.00	$378.00	$2,998,296.00	$258.00	$2,046,456.00	$265.00	$2,101,980.00
1.2	12-Inch Water Pipe	317	LF	$160.00	$50,720.00	$130.00	$41,210.00	$104.00	$32,968.00	$116.00	$36,772.00
1.3	6-Inch Water Pipe	70	LF	$150.00	$10,500.00	$200.00	$14,000.00	$70.00	$4,900.00	$90.00	$6,300.00
1.4	24-Inch Butterfly Valve	19	EA	$15,200.00	$288,800.00	$13,400.00	$254,600.00	$13,950.00	$265,050.00	$12,000.00	$228,000.00
1.5	12-Inch Gate Valve	11	EA	$5,300.00	$58,300.00	$4,056.00	$44,616.00	$5,240.00	$57,640.00	$4,200.00	$46,200.00
1.6	6-Inch Gate Valve	7	EA	$2,600.00	$18,200.00	$1,732.00	$12,124.00	$2,070.00	$14,490.00	$1,700.00	$11,900.00
1.7	24-Inch x 12-Inch Reducer	1	EA	$3,200.00	$3,200.00	$3,000.00	$3,000.00	$4,100.00	$4,100.00	$6,000.00	$6,000.00
1.8	24-Inch 11.25-Degree Bend	2	EA	$4,000.00	$8,000.00	$3,600.00	$7,200.00	$4,960.00	$9,920.00	$4,600.00	$9,200.00
1.9	24-Inch 22.5-Degree Bend	8	EA	$4,200.00	$33,600.00	$3,800.00	$30,400.00	$5,185.00	$41,480.00	$4,800.00	$38,400.00
1.10	24-Inch 45-Degree Bend	2	EA	$4,300.00	$8,600.00	$7,750.00	$15,500.00	$5,290.00	$10,580.00	$4,900.00	$9,800.00
1.11	24-Inch Tee	1	EA	$8,200.00	$8,200.00	$7,500.00	$7,500.00	$9,690.00	$9,690.00	$9,500.00	$9,500.00
1.12	24-Inch x 12-Inch Tee	11	EA	$7,600.00	$83,600.00	$7,000.00	$77,000.00	$9,085.00	$99,935.00	$8,500.00	$93,500.00
1.13	24-Inch x 6-Inch Tee	7	EA	$4,400.00	$30,800.00	$4,050.00	$28,350.00	$5,665.00	$39,655.00	$5,200.00	$36,400.00
1.14	24-Inch Plug	2	EA	$2,700.00	$5,400.00	$2,600.00	$5,200.00	$3,515.00	$7,030.00	$4,500.00	$9,000.00
1.15	12-Inch Plug	11	EA	$300.00	$3,300.00	$450.00	$4,950.00	$925.00	$10,175.00	$900.00	$9,900.00
1.16	Fire Hydrant	7	EA	$5,400.00	$37,800.00	$6,940.00	$48,580.00	$8,315.00	$58,205.00	$4,400.00	$30,800.00
1.17	24-Inch Water Pipe with 36-Inch Steel Encasement Pipe Installed by	193	LF	$1,100.00	$212,300.00	$1,055.00	$203,615.00	$670.00	$129,310.00	$950.00	$183,350.00
1.18	24-Inch Water Pipe with 36-Inch Steel Encasement Pipe Installed by	136	LF	$440.00	$59,840.00	$442.00	$60,112.00	$395.00	$53,720.00	$520.00	$70,720.00
1.19	12-Inch Water Pipe with 24-Inch Steel Encasement Pipe Installed by	64	LF	$330.00	$21,120.00	$367.00	$23,488.00	$300.00	$19,200.00	$375.00	$24,000.00
1.20	Air and Vacuum Release Valve	4	EA	$20,800.00	$83,200.00	$21,400.00	$85,600.00	$16,560.00	$66,240.00	$25,000.00	$100,000.00
1.21	Connect to Existing Water Line	1	EA	$4,100.00	$4,100.00	$8,800.00	$8,800.00	$5,465.00	$5,465.00	$8,500.00	$8,500.00
1.22	Remove and Replace Asphalt Pavement	62	SY	$530.00	$32,860.00	$95.00	$5,890.00	$100.00	$6,200.00	$200.00	$12,400.00
1.23	Trench Protection	8172	LF	$1.00	$8,172.00	$5.00	$40,860.00	$0.75	$6,129.00	$1.00	$8,172.00
1.24	Hydromulch	72977	SY	$0.50	$36,488.50	$1.25	$91,221.25	$1.00	$72,977.00	$2.00	$145,954.00
1.25	Silt Fence	8172	LF	$3.00	$24,516.00	$2.00	$16,344.00	$2.75	$22,473.00	$2.00	$16,344.00
1.26	Construction Entrance	2	EA	$3,000.00	$6,000.00	$2,000.00	$4,000.00	$2,250.00	$4,500.00	$1,800.00	$3,600.00
1.27	Project Sign	1	EA	$2,700.00	$2,700.00	$1,250.00	$1,250.00	$2,000.00	$2,000.00	$950.00	$950.00

Attachment: Bid Tabulation by Line (Preston Road Water Line, 2023-027, W51)

SECTION 00410

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and **Maya Underground Contractors, LLC** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby agree as follows:

ARTICLE 1 – WORK

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

City of Celina
Preston Road Water Line to PW
BID 2023-027
PROJECT W51

ARTICLE 2 – THE PROJECT

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

The construction project includes:

The 24" Waterline to Public Works Building project consists of the installation of approximately 8,110 LF of 24" PVC water main, 204 LF of 12" PVC water main, and 70 LF of 6" PVC water main.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **TRC Engineers, Inc.** which hereinafter called ENGINEER and which is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within **90** days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **120** days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER ***$2,000.00*** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially

Attachment: 00-410 - Agreement (Preston Road Water Line, 2023-027, W51)

complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER ***$2,000.00*** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.

For all Work other than Unit Price Work, a Lump sum of: $ 2,863,744.45

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the ***last*** day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
   a. ***95%*** of Work completed (with the balance being retainage).
   b. ***95%*** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ***95%*** of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less ***100%*** of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of ***0%*** per annum.

Attachment: 00-410 - Agreement (Preston Road Water Line, 2023-027, W51)

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.`

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following in their entirety:

1. This Agreement.
2. Performance Bond.
3. Payment Bond.
4. Maintenance Bond.
5. General Conditions.
6. Supplementary Conditions.
7. Specification as listed in the table of contents of the Project Manual.
8. Plans/Drawings.
9. All Addenda.
10. Wage Rates
11. All Terms, Conditions, and Restrictions required by federal codes and federal regulation.
12. Geotechnical Report
13. Exhibits to this Agreement:
    a. CONTRACTOR'S Bid Response.
    b. CONTRACTOR'S Insurance

Attachment: 00-410 - Agreement (Preston Road Water Line, 2023-027, W51)

c. Documentation submitted by CONTRACTOR prior to Notice of Award

14. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Written Amendments.
    b. Work Change Directives.
    c. Change Order(s).

B. The documents listed in paragraph 9.01 are attached to this Agreement (except s expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests on the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

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

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

Attachment: 00-410 - Agreement (Preston Road Water Line, 2023-027, W51)

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

EXECUTED in single or multiple originals with an effective date of **March 14, 2023.**

CITY OF CELINA, TEXAS	**CONTRACTOR**
Jason Laumer, City Manager	Printed Name & Title
Date	Date
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **469-813-4194** **contracts@celina-tx.gov**	

EJCDC® C-410, Bid Form for Construction Contract - Modified.
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Attachment: 00-410 - Agreement (Preston Road Water Line, 2023-027, W51)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Andy Glasgow, Director of Engineering
Date:	March 14, 2023
Re:	Coit Road Design (Choate to Outer Loop)

Action Requested:

Consider and act to authorize an agreement for engineering services for the design of the Coit Road Extension (Choate to Outer Loop) with Halff Associates in an amount not to exceed $328,000.00. (Berry)

Background Information:

Coit Road from the northern boundary line of Brazos Electric Power Cooperation to County Road 92 are either under design or construction with the exception of the area between Choate Parkway and the Outer Loop. The services provided under this work authorization includes the section between Choate Parkway and the eastbound Collin County Outer Loop (CCOL) frontage road. This work order will allow Halff Associates to design this missing section.

The work authorization including the fee schedule and timeline are attached.

The City maintains an executed Master Services Agreement (MSA) with the engineering firm for on-call engineering services.

Alternatives:

Council may reject the authorization and direct staff.

Financial Considerations:

Funding is available through bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Legal Review:

Contract has been previously reviewed and approved.

Supporting Documents:

Work Authorization
Exhibits

Staff Recommendation:
Authorize Work Authorization 53215.001

Life Connected.

WORK AUTHORIZATION

MAPS # 2021-0085 Halff

MAPS DATE: 11 October 2018

Pursuant to and subject to the above referenced Master Agreement for Professional Services (MAPS), between the City of Celina, Texas (Owner') and Consultant listed below; Owner requests that Consultant perform, and Consultant agrees to perform, the work described below.

Consultant:	Halff Associates, Inc.		
Consultant Project #:	53215.001		
Project Name:	Coit Road – Choate Pkwy to Collin County Outer Loop (CCOL)		
Purchase Order#		**Project #(s)**	N/A R67

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month, billed by the 10th of the following month.
Invoice Mailing Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Master Agreement for Professional Services (MAPS). Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings / Plans are / are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
5. **Other:** Scope listed in Exhibit A under section V. Special Services shall be invoice on an hourly not-to-exceed basis. All other items shall be invoiced as lump sum on a percent complete basis.

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **Attached as Exhibit A**
2. **Compensation:** **$328,000.000 – Cost breakdown attached as Exhibit B**
3. **Timeline:** **Attached as Exhibit C**

Attachment: Work Authorization (Coit Road Extension (Choate to Outer Loop) R67)

ACCEPTANCE:

This Work Order is accepted pursuant to the terms listed above.

CITY OF CELINA	**CONSULTANT**
	Signature
Jason Laumer, City Manager	Dennis Satre, Vice President
Printed Name & Title	Printed Name & Title
Date	Date

Attachment: Work Authorization (Coit Road Extension (Choate to Outer Loop) R67)

EXHIBIT "A"
SCOPE OF SERVICES

TO BE PROVIDED BY HALFF ASSOCIATES, INC.
TO
CITY OF CELINA
FOR
COIT ROAD – CHOATE PKWY to COLLIN COUNTY OUTER LOOP (CCOL)

Attachment: Exhibit A Scope of Service (Coit Road Extension (Choate to Outer Loop) R67)

A. PROJECT DESCRIPTION

Whereas the CITY proposes to construct an initial four lanes of Coit Road beginning on the north side of Choate Parkway and connecting to the existing Collin County Outer Loop (CCOL) eastbound frontage road, this scope of services consists of professional design services for said Coit Road extension that will begin at and connect to an improved intersection design by others at a point approximately 150' north of Choate Parkway centerline and terminate at the connection to the eastbound CCOL frontage road generally constructing the outside 2 thru lanes of Coit Road in each direction for approximately 0.25 miles. Pavement width adjustments to the CCOL eastbound frontage road shall be designed to extend existing turn lanes to service the new intersection location. Reconstruction of the existing CCOL EB frontage road for grade or alignment purposes is not included. Anticipated improvements include **roadway paving, drainage, grading and traffic related items**. Services by the CONSULTANT shall include all aspects of the work set forth in the following scope of services.

The general parameters for design of the improvements shall include the following:

1. Construct the northbound lanes of Coit Road using a typical 28' face to face concrete paving section as approved by the CITY, including reconstruction of driveway and street approaches to the ROW line and beyond if necessary for profile grade restrictions and construction of turn lanes as determined by CITY.
2. Construct storm sewer system to carry the CITY design storm runoff and outfall to existing natural drainage features near the proposed ROW line.
3. Preparation of right-of-way and/or easement documents shall be provided for up to 16 separate parcel descriptions from not more than 10 parent tracts.
4. Coordination with Collin County Engineering regarding the ultimate design of Coit Road lane locations across the CCOL right of way limits.

The CONSULTANT shall perform the necessary engineering and related technical services for the Design and Construction Phase Services, including necessary Additional Services for development of this Project according to the following sections of this Contract. CONSULTANT shall use the subcontractors listed in Exhibit "D" which is attached hereto and incorporated herein by reference and made a part hereof as if repeated verbatim.

B. TASK DESCRIPTIONS – SCOPE OF SERVICES

I. General Requirements

A. General Knowledge and Design Requirements – The CONSULTANT shall have a working knowledge of all applicable design requirements, codes, master plans, and regulations which govern the scope of work and services included herein. Specific design requirements shall be obtained from the City of Celina Engineering Standards Manual. The CONSULTANT will establish and summarize all project design criteria, including any proposed variances, and submit to CITY for review prior to beginning design work. All design work will be prepared in CAD, with electronic files in DGN/DWG format submitted to the CITY upon final record drawings. The CITY may request CAD files at any time through the duration of the contract. **The CONSULTANT shall be responsible for ensuring that design services provided meet all local, state, and federal requirements.**

B. General Plan Requirements – Scale of construction plans is to be: 1"=40' Horizontal; 1"=10' Vertical on 11" x 17" page size or as approved by the CITY. Accurate and clear plans shall be provided for the purpose of accurate bids, efficient construction, and good permanent records. The consistent use of uniform drafting guidelines will increase the efficiency in which the plans are reviewed by the contractors prior to bidding and improve their understanding of the contract's intent. It is highly recommended that designers and technicians use uniform drafting styles. The intent is to produce consistent, accurate, and legible sets of plans. Do not clutter the plans with unnecessary information.

C. Accessible Routes – All designated pedestrian routes within public right-of-way, including sidewalks and barrier free ramps, shall comply with current CITY, state, and federal requirements. Any existing pedestrian routes within the limits of the project which do not meet current requirements shall be improved as part of this scope of work, unless directed otherwise by the CITY.

D. Third-Party Coordination – Coordinate with other governmental agencies, franchise utilities, adjacent developments, and individual property owners as necessary, TDLR (Texas Department of Licensing and Regulation), Collin County Engineering, and any other appropriate entities.

E. Progress Updates – The CONSULTANT shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the CITY.

Attachment: Exhibit A Scope of Service (Coit Road Extension (Choate to Outer Loop) R67)

F. Administrative and Coordination Tasks – The CONSULTNAT shall perform all necessary coordination and administrative tasks including, but not limited to, required coordination with subcontractors listed in Exhibit "D", preparing and submitting monthly invoices to the CITY, preparing and updating the overall project schedule, attending required meetings, and other miscellaneous administrative and/or coordination tasks required by the CITY unless specifically listed under "Exclusions" in the Scope of Services herein.

II. Preliminary Engineering

A. Data Collection – Obtain and research all existing city utility plans, street plans, drainage plans, plats, right-of-way maps, existing easement information, contour maps, and other features within and pertaining to the Project area. Research planned and future developments along the Project to determine how the improvements may impact any future development. The CONSULTANT will also coordinate with franchise utilities in the area and obtain any available record information. Existing Project conditions shall also be documented using digital photography and/or video. Perform site visit(s) to obtain necessary information/confirm information obtained from other sources.

B. Schematic Design – Prepare exhibit showing the proposed project alignment, pavement dimensions, lane designations, drainage crossings, existing utilities, proposed right of way and easements for CITY review and approval.

C. Preliminary Engineering Design – Utilizing the proposed alignment from the concept design task (Section II.B) and information obtained from the data collection (Section II.A) and the field survey (Section VI.A), the CONSULTANT will prepare preliminary engineering plans with the first milestone submittal at sixty percent (60%) design completion. The preliminary engineering design phase will include the following:

i. *60% Design Submittal Minimum Requirements*

- General Plans – Prepare and update general plan sheets necessary including cover, general notes, sheet index, control sheet, project layout, and typical sections.

- Removal Plans – Prepare plan sheets depicting any and all removals of existing public and private infrastructure specifying any necessary replacements and/or relocations. Include all existing utility mapping obtained in SUE effort (Section V. D) and label appurtenances to remain, adjust and/or protect.

- Plan & Profile Drawings – Establish and/or refine horizontal and vertical alignments along proposed paving limits and drainage/storm lines. Provide separate alignment geometry data sheets. Determine any conflicts with private property including

Attachment: Exhibit A Scope of Service (Coit Road Extension (Choate to Outer Loop) R67)

fences, mailboxes, driveways, sidewalks, landscaping, etc., and provide preliminary replacement or alternate design options if required. Present any potential alternatives, which may provide cost savings to the CITY.

- Drainage Analysis – Delineate and refine all drainage areas for the Project including tabulation of runoff, inlet, and ponded width calculations in accordance with CITY requirements. Provide trunk main plan sheets including all necessary intake inlets and/or headwalls, and channel limits.

- Construction Details – Provide City standard detail sheets applicable to the construction of the Project. Special details that are not included as a standard by the CITY shall be included in the plans.

- Cross Sections – Develop cross sections for roadways including existing & proposed ROW lines, drainage & slope easement lines, cross slopes, elevations, profile grade line, stations, ditch lines, retaining walls, etc. properly labeled. Submit roadway cross section sheets at 50' maximum intervals and at critical locations (driveways, culverts, non-typical roadside features, etc.)

- Land Acquisition – Refine and depict proposed right-of-way and easement needs. Provide final documents for right-of-way and/or easement acquisition after resolution of 60% submittal comments.

- Traffic Control – Prepare preliminary advance warning sign layout, work zone delineation devices, construction sequencing and/or detour plan for City review.

- Opinion of Probable Construction Cost – Prepare an updated estimated construction quantities and engineer's opinion of probable construction costs (OPCC) tabulated in Microsoft Excel format. The CITY may request additional justification for significant cost differences from previously provided OPCC's.

- Deliverables – Plan Set is anticipated to include the following drawings and specifications:
  - Cover Sheet
  - Sheet Index
  - Project Layout and Control Sheet
  - Typical Sections
  - Removal Plan
  - Paving Plan and Profile Sheets
  - Drainage Area Map
  - Drainage Calculation Summary Tables

Attachment: Exhibit A Scope of Service (Coit Road Extension (Choate to Outer Loop) R67)

- Drainage Plan and Profile Sheets
- Cross Section Sheets
- Traffic Control & Detour Concepts
- Opinion of Probable Construction Cost

D. Preliminary Engineering Submittals – Plan submittal will occur at sixty percent (60%) completion stage. CONSULTANT will provide a copy of all plans and documents (PDF), opinion of probable construction costs (Excel), and all necessary supplemental calculations and supporting documents.

E. Review Comments – CITY will consolidate their submittal review comments for each milestone deliverable and provide them to CONSULTANT. The CONSULTANT will incorporate the City's comments into the subsequent milestone submittal and provide a tabulated list of responses and/or resolutions to each comment provided. A written response and CITY acknowledgement is required for any written response of disagreement.

III. Final Engineering

A. Final Engineering Design – Incorporating comments from the CITY, franchise utilities, and other interested parties, prepare final engineering plans and specifications with submittals at ninety percent (90%) and one-hundred percent (100%) completion. The final engineering design phase will include the following:

i. *Design Submittal Minimum Requirements (90% and 100%)*

- Previous Drawings – Revise and complete previously prepared drawings.
- Traffic Control – Refine traffic control design and prepare final construction sequencing, traffic control and access plans.
- Signing & Pavement Marking – Prepare permanent signing and pavement marking plan in accordance with City requirements and the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Erosion Control Plans – Prepare erosion control plans (including post-construction erosion controls such as sod) to comply with CITY and any federal, state, or local requirements. This includes site specific data for a separate, Post Construction Water Quality Protection Plan that may be prepared and managed by the CONTRACTOR as required by CITY.
- Opinion of Probable Construction Cost – Prepare an updated estimated construction quantities and engineer's opinion of probable construction costs (OPCC) tabulated in Microsoft Excel

Attachment: Exhibit A Scope of Service (Coit Road Extension (Choate to Outer Loop) R67)

format. The CITY may request additional justification for significant cost differences from previously provided OPCC's.

- Deliverables – Plan Set is anticipated to include the following drawings and specifications:
  - Cover Sheet
  - Sheet Index
  - Project Layout and Control Sheet
  - Typical Sections
  - Removal Plan
  - Traffic Control Plan
  - Paving Plan and Profile Sheets
  - Roadway Grading Sheets
  - Miscellaneous Sidewalk and Paving Details
  - Drainage Area Map
  - Drainage Calculation Summary Tables
  - Drainage Plan and Profile Sheets
  - Signing & Pavement Marking Plans
  - Erosion Control Plan
  - Standard and Special Details
  - Cross Section Sheets
  - Opinion of Probable Construction Cost

B. Project Manual – Assist City with preparation of project manual documents for the City's use in electronic bid documents that will be prepared and issued by CITY using web-based site managed by CITY. CONSULTANT'S documents to prepare shall be generally limited to bid schedule, special conditions, and technical specifications. Submit preliminary documents after the 90% plan review and prior to final documents for 100% plan review.

C. Final Engineering Submittals – Plan submittals will occur at ninety percent (90%) and one hundred percent (100%) completion stages. CONSULTANT will provide a CD/DVD/USB containing electronic files of all plans and documents (PDF), opinion of probable construction costs (Excel), and all necessary supplemental calculations and supporting documents.

D. Review Comments – CITY will consolidate their submittal review comments for each milestone deliverable and provide them to CONSULTANT. The CONSULTANT will incorporate the City's comments into the subsequent milestone submittal and provide a tabulated list of responses and/or resolutions to each comment provided. A written response and City acknowledgement is required for any written response of disagreement.

Attachment: Exhibit A Scope of Service (Coit Road Extension (Choate to Outer Loop) R67)

IV. **Bid Phase Services** – In the event that the project design set described in this Scope of Services is bid with the Coit plans prepared by CONSULTANT between Vest Road and north of Punk Carter Parkway as a single project, the CONSULTANT shall not bill the CITY for the services listed below in this section.

A. Bid Documents –Provide final construction plans and technical documents for project manual to CITY in electronic format for inclusion on CITY procurement system as required. Provide bid schedule in Microsoft Excel format for use by contractors as prescribed by the CITY.

B. Advertisement for Bid – Provide all necessary information to the CITY required for placing the advertisement of the Invitation to Bid.

C. Pre-Bid Meeting – Prepare a pre-bid agenda. Attend pre-bid conference if required by the CITY.

D. Bid Document Interpretations – Address questions from the proposed bidders during the bidding process and issue addenda as necessary, in coordination with the CITY.

E. Bid Opening – Attend the bid opening and assist the CITY during bid opening, making preliminary tabulation of bids, and review questionnaires and bids for completeness.

F. Qualifications Review – Review and evaluate the qualifications of the apparent successful bidder and the proposed major specialty subcontractors. The review and evaluation will include such factors as work previously completed, responses from submitted references, bidder equipment availability, publicly available financial resources, and technical experience.

G. Bid Tabulation – Prepare and distribute formal bid tabulation sheets noting any discrepancies between original bids submitted.

H. Bid Recommendation – Prepare a formal written recommendation to the CITY for project award.

V. **Special Services – All Special Services shown under this section shall be reimbursed on a cost-plus basis based on actual work performed with a not-to-exceed amount as outlined in the Work Authorization. CONSULTATNT shall provide all justification for expenditures under this section with each monthly invoice.**

A. **Construction Administration** – Although day to day operation and oversight of the construction phase will be managed by the CITY, the CONSULTANT will assist the CITY during the construction phase of the project as follows:

Attachment: Exhibit A Scope of Service (Coit Road Extension (Choate to Outer Loop) R67)

1. Conformed Construction Plans – Incorporate all addenda items into a conformed construction plan and specification set. Furnish twelve (12) full size (22" X 34") sets, two (2) half size (11" X 17") sets of the final plans for construction for use by the CITY and the contractor, along with a CD/DVD/USB containing PDFs of all plans.

2. Pre-Construction Conference – Meet with the CITY, the contractor, and other interested parties to discuss the construction of the Project, including Project requirements, communication procedures, Project scheduling, personnel, laboratory testing requirements, field inspection, construction staking, pay requests, and other pertinent matters that may impact the Project.

3. Construction Observation – Provide on-site construction observation services during the construction phase along with attending construction meetings as deemed necessary by the CITY. It is not the intent of these visits to be performed at every aspect of the contractor's work. A maximum of two (2) site visits are assumed for budget purposes which does not include substantial or final walk through on-site meetings. Consultant may be required, as-needed, to attend construction progress meetings as determined necessary by CITY. A maximum of two (2) progress meetings are assumed for budget purposes. Construction observations are to be limited to spot checking, selective measurements, and similar methods of general observation of the work based on exercise of professional judgement and familiarization of the design intent. Based on the information obtained during such visits and such observations, CONSULTANT will keep the CITY informed on the general progress of the work.

4. Shop Drawings, Samples, and Materials – Review and approve or take other appropriate action in respect to shop drawings required for the Project to ensure they are in conformance with plans, specifications, and City requirements. Each shop drawing shall be limited to two (2) resubmittal reviews. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the contractor in accordance with the contract documents, but subject to the provisions of applicable standards of state or local government entities.

5. Clarifications and Interpretations – When requested, review laboratory testing reports, requests for information (RFI), field change requests, and change orders and provide comments and/or responses to CITY. Provide written responses to RFI's or clarification to CITY or contractor. If requested by the CITY, render written decision on all claims of CITY and contractor relating to the acceptability of contractor's work or the interpretation of the requirements of the contract documents pertaining to the progress of the contractor's work.

Attachment: Exhibit A Scope of Service (Coit Road Extension (Choate to Outer Loop) R67)

6. Change Orders – Recommend Change Orders to CITY or review and make recommendations related to Change Orders provided at the request of the contractor.

7. Record Drawings – Prepare record drawings in digital format utilizing CITY and contractor as-built information showing changes made during construction. Provide a CD/DVD/USB containing a PDF of the record plan set, TIFF images of each individual plan sheet, and a project base map in CAD format.

8. CONSULTANT shall perform its services in accordance with such Project schedule as is specified in the Contract, but in any event as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project in the case of delays caused by the CITY's review of documents submitted under this Contract.

B. Surveying for Engineering Design – CONSULTANT shall coordinate and furnish field surveying operations necessary for the complete design of the Project as outlined in this Exhibit A, Scope of Services. Surveying shall include the following:

1. Right of Entry – Prior to initiating field surveying operations on private property, the CONSULTANT shall assist the CITY in sending letters to all adjacent property owners notifying them of the intent to survey on private property. The CONSULTANT shall provide the CITY with the name, address, and contact information of the property owners, as well as the property addresses of the affected property. Written permission to survey on private property shall be obtained from the property owner(s) before surveying is commenced. The letter of permission shall include permission for the CONSULTANT to set iron pins and control monuments for future right-of-way and/or easements to be acquired at a later date by the CITY if necessary.

2. Field Survey – The CONSULTANT shall direct the work of the field survey crew(s) to perform the following:

    a. Establish horizontal and vertical control using CITY criteria.

    b. Tie right-of-way lines and corners, property lines and corners, fence lines, and other visible surface features within the proposed project construction limits.

    c. Topographic Information including cross sections of the existing ground features as needed for design. Collect spot elevations as required to facilitate the generation of one-foot (1') contours.

    d. Horizontal and vertical location of all existing facilities within the Project limits including, but not limited to, existing paving

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(including type), driveways, curbs, sidewalks, buildings (including edge of foundation), mailboxes, landscaping, bridges, culverts, retaining walls, etc. Tie existing visible franchise utilities (including underground utilities if exposed) and appurtenances, and public utilities such as water valves, fire hydrants, manholes, etc.

e. Locate the approximate position of underground utilities or structures that may be within the limits of the Project. Such utilities include, but are not limited to, wastewater (including flowline survey at manholes), water, gas, electric, storm sewer, telephone, and television cable. Consultant will initiate OneCall/Texas 811 or contact individual utility companies to mark existing underground utilities in the field and shall show such utilities on the base map either based upon field locations or available construction as-builts.

C. Franchise Utility Coordination – The CONSULTANT shall provide the following:

1. General Coordination – Design coordination with franchise utilities and their representatives regarding proposed project improvements. Attend regular meetings with the CITY and franchise utilities to provide status updates on design progress, schedule, and relocation needs. Submit milestone design plans to the CITY franchise utility coordinator for distribution to franchise utilities. Assist the CITY with coordination efforts to ensure franchise utilities are designed to clear proposed improvements and in a timely manner.
2. Site Visits – Perform site visits with the CITY and/or impacted franchise utility representatives.

D. Subsurface Utility Engineering (SUE) Services – The CONSULTANT shall provide SUE Services for the purpose of determining horizontal and vertical locations of underground city and franchise utilities, in conjunction with and/or prior to the field survey. The CITY shall assist with provisions for access to perform the services specified in this item. The CONSULTANT shall provide the City with the name and address of the property owners.

1. Level 'B' Services
   a. Horizontal location of utilities will be determined.
   b. Up to 4,000 linear feet of designation.

2. Level 'A' Services
   a. Horizontal and vertical location of utilities will be determined.
   b. Test holes in addition to the Level 'B' Services listed above will be provided at the rate per test hole to the depth specified.

Attachment: Exhibit A Scope of Service (Coit Road Extension (Choate to Outer Loop) R67)

Depth	Rate per Hole
0.0 feet to 5 feet	$1,250.00
Over 5.01 feet to 10 feet	$1,450.00
Over 10.01 feet to 15 feet	$1,725.00
Over 15.01 feet to 20 feet	$2,000.00
Over 20 feet	$2,550.00

E. Right-of-Way & Easement Documents – Upon approval of the Preliminary Design Plans, the CONSULTANT shall survey, render field notes, and prepare right-of-way (ROW) and easement maps and individual parcel exhibits for any additional ROW and/or easements, including temporary construction easements and/or easement abandonments needed for the Project. Perform necessary surveying operations for the identification and delineation of up to sixteen (16) total right-of-way and easement parcels. Right-of-Way & Easement Documents shall include the following:

1. Right of Way Maps – Provide Right-of-Way Map showing properties with ownership and include existing and proposed right-of-way and easements.

2. Parcel Exhibits – Individual parcel exhibits shall be in both hard copy (8 ½" x 11") and PDF format, shall be sealed, signed and dated by a Registered Professional Land Surveyor and shall contain the following:

    a. Parcel Identification Number
    b. Area Required
    c. Area Remaining
    d. Legal Description
    e. Current Ownership
    f. Any existing platted easement or easements filed by separate instrument including easements provided by utility companies.
    g. Metes and bounds description of parcel to be acquired for the Project. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately. Submit three (3) copies of right-of-way documents to the CITY after the sixty percent (60%) plan submittal review and resolution of comments.

3. ROW Corners – Establish proposed easement and right-of-way corners on the ground (one-time).

4. ROW Staking – Provide Right-of-Way staking at 100 ft stations and property corners for franchise utility relocation purposes (one time per location as needed).

Attachment: Exhibit A Scope of Service (Coit Road Extension (Choate to Outer Loop) R67)

F. **<u>Geotechnical Investigation</u>** – The CONSULTANT will provide a Geotechnical Engineer Report, no later than the preliminary design phase submittal, containing the following information:

1. <u>Exploration, Sampling and Laboratory Testing</u> – The CONSULTANT shall provide a subgrade investigation in accordance with CITY design standards and determine soil properties in accordance with generally accepted engineering standards.

VI. <u>Exclusions</u>

The scope of services identified herein specifically excludes the following items, however, these items can be provided if necessary with a revision to scope of work and fees as agreed between CITY and CONSULTANT in writing:

A. Preparation and coordination of a Section 404 permit application and natural/cultural resource evaluations.

B. Existing pavement assessment and/or evaluation;

C. Tree surveys;

D. Design for new and/or adjustment of municipal water and sewer lines.

E. Final Plat;

F. Environmental assessment or remediation;

G. Fees for permits and bid advertising;

H. Traffic impact analysis, warrant studies and traffic signal design;

I. Construction inspection and material testing services during construction;

J. Designs for Trench Safety;

K. Alternate additions not included in the original scope;

L. Improvements outside the Project limits.

Attachment: Exhibit A Scope of Service (Coit Road Extension (Choate to Outer Loop) R67)

EXHIBIT B - DESGN COST BREAKDOWN
CITY OF CELINA
Coit Road - Choate Pkwy to CCOL

City of Celina	Labor Category		Project Mgr.	Principal	Sr. Civil Eng.	Civil Eng.	Civil EIT	Civil CADD	Sr. Struct. Eng.	Elec. or Struct. Eng.	Struct. CADD / GIS	Sr. Env. Scientist/ Landscape Architect	Env. Scientist/ Landscape Architect	Survey RPLS	Survey SIT	Survey Crew	Clerical	SUE Crew	SUE Coordinator	hrs /sheet								
Coit Road - Choate Pkwy to CCOL EBFR (4-lanes)	**Team Member**		All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All		All	All		Print	Plot	Deliv./Misc.	All	All	Remarks
Fee Proposal - October 10, 2022	**Hourly Billing Rate**		$255.00	$277.00	$244.00	$189.00	$133.00	$107.00	$248.00	$196.00	$122.00	$223.00	$140.00	$205.00	$124.00	$180.00	$88.00	$170.00	$159.00		Total Manhour	Total Labor $		$0.50	$5.00	Sub-Consult	Total Expense $	Total $	
Task Description	**Scope Reference**	**Plan Sheets**																										
I. PROJECT MANAGEMENT / COORDINATION																												
design specific coordination meeting	**B. I.**	-	**3**		**2**	**1**		**1**									**2**				**9**	**$1,725**		**50**	**5**	**$50**	**$100**	**$1,825**	
general project coordination and correspondence	**B. I.**	-	**8**		**4**	**4**	**2**	**2**									**4**		**2**		**26**	**$4,922**		**50**	**5**	**$25**	**$75**	**$4,997**	
Collin County CCOL coordination and exhibits	**B. I.**	-	**4**			**8**	**16**	**8**						**1**	**4**	**2**	**2**				**45**	**$6,753**		**50**	**5**	**$25**	**$75**	**$6,828**	
prepare schedule and monthly progress report	**B. I.**	-	**8**			**4**											**8**				**20**	**$3,500**		**20**			**$10**	**$3,510**	
II. PRELIMINARY ENGINEERING																												
collection, review and distribution of existing plans	**B. II. A.**	-	**2**		**2**	**8**	**4**	**2**							**1**		**2**		**2**		**23**	**$3,874**		**100**	**10**	**$50**	**$150**	**$4,024**	
plan review & coordination with adjacent design projects			**2**			**8**	**4**	**2**									**2**				**18**	**$2,944**		**50**			**$25**	**$2,969**	
Schematic Design - Coit Road																												
cross drainage sizing			**2**		**4**	**8**	**16**														**30**	**$5,126**		**20**			**$10**	**$5,136**	
existing utility mapping						**2**	**4**	**8**											**6**		**20**	**$2,720**		**20**			**$10**	**$2,730**	
roadway plan and profile (roll plot)			**4**		**8**	**24**	**40**	**16**													**92**	**$14,540**		**50**	**10**		**$75**	**$14,615**	
preliminary XS for side slope limits determination			**2**		**4**	**16**	**24**														**46**	**$7,702**		**50**			**$25**	**$7,727**	
cost estimate			**2**			**6**	**2**	**2**									**2**				**14**	**$2,300**		**20**			**$10**	**$2,310**	
Preliminary Engineering Design - Coit Road	**B. II. C.**	-																										
1. title-index		2	**1**			**2**	**4**	**8**												**7.5**	**15**	**$2,021**		**20**	**2**		**$20**	**$2,041**	
2. project layout - geometric data		2	**2**		**2**	**4**	**12**	**8**							**2**					**15.0**	**30**	**$4,454**		**20**	**2**		**$20**	**$4,474**	
3. typical sections		2	**2**		**4**	**6**	**16**	**24**												**26.0**	**52**	**$7,316**		**20**	**2**		**$20**	**$7,336**	
4. traffic control layout		2	**1**		**2**	**4**	**8**	**12**												**13.5**	**27**	**$3,847**		**20**	**2**		**$20**	**$3,867**	
5. removal plan		2	**1**		**2**	**8**	**18**	**24**												**26.5**	**53**	**$7,217**		**20**	**2**		**$20**	**$7,237**	
6. paving plan and profile		4	**2**		**4**	**8**	**24**	**16**												**13.5**	**54**	**$7,902**		**40**	**4**		**$40**	**$7,942**	
7. drainage area map and calculations		2	**4**		**4**	**8**	**16**	**16**												**24.0**	**48**	**$7,348**		**20**	**2**		**$20**	**$7,368**	
8. drainage plan and profile		4	**3**		**6**	**12**	**32**	**24**												**19.3**	**77**	**$11,321**		**40**	**4**		**$40**	**$11,361**	
10. cross sections		10	**2**		**4**	**24**	**6**	**12**												**4.8**	**48**	**$8,104**		**100**			**$50**	**$8,154**	
qty and construction cost estimate	**B. II. C.**		**1**		**2**	**6**	**12**														**21**	**$3,473**		**50**			**$25**	**$3,498**	
60% submittal - QA/QC	**B. II. D.**		**4**		**8**	**4**	**12**	**2**									**4**				**34**	**$5,890**		**400**	**40**	**$25**	**$425**	**$6,315**	
comment response/resolution	**B. II. E.**		**4**		**2**	**8**	**4**										**2**				**20**	**$3,728**		**100**			**$50**	**$3,778**	
III. FINAL ENGINEERING																												
Final Engineering Design - Coit Road	**B. III. A.**	-																										
1. title-index-general notes		4	**2**		**1**	**2**	**4**	**2**												**2.8**	**11**	**$1,878**		**40**	**4**		**$40**	**$1,918**	
2. quantity summary sheets		2	**2**		**6**	**12**	**18**	**8**												**23.0**	**46**	**$7,492**		**20**	**2**		**$20**	**$7,512**	
3. project layout - geometric data		2	**2**		**1**	**2**	**4**	**2**							**1**					**6.0**	**12**	**$2,002**		**20**	**2**		**$20**	**$2,022**	
4. typical sections		2	**1**		**2**	**4**	**12**	**8**												**13.5**	**27**	**$3,951**		**20**	**2**		**$20**	**$3,971**	
5. traffic control layout		2	**1**		**2**	**4**	**8**	**4**												**9.5**	**19**	**$2,991**		**20**	**2**		**$20**	**$3,011**	
6. removal plan		2	**2**		**2**	**4**	**12**	**8**												**14.0**	**28**	**$4,206**		**20**	**2**		**$20**	**$4,226**	
7. paving plan and profile		4	**4**		**4**	**8**	**12**	**16**												**11.0**	**44**	**$6,816**		**40**	**4**		**$40**	**$6,856**	
8. roadway grading plan		2	**2**		**4**	**8**	**16**	**12**												**21.0**	**42**	**$6,410**		**20**	**2**		**$20**	**$6,430**	
9. misc reconstruction layout		1			**2**	**4**	**8**	**8**												**22.0**	**22**	**$3,164**		**10**	**1**		**$10**	**$3,174**	
10. misc paving - drainage details		1			**2**	**4**	**8**	**8**												**22.0**	**22**	**$3,164**		**10**	**1**		**$10**	**$3,174**	
11. drainage area map and calculations		2	**1**		**4**	**8**	**12**	**4**												**14.5**	**29**	**$4,767**		**20**	**2**		**$20**	**$4,787**	
12. drainage plan and profile		4	**2**		**4**	**8**	**12**	**16**												**10.5**	**42**	**$6,306**		**40**	**4**		**$40**	**$6,346**	
13. water line plan and profile	**NIC**																											
14. signing and pavement marking layout		2	**2**		**4**	**8**	**16**	**12**												**21.0**	**42**	**$6,410**		**20**	**2**		**$20**	**$6,430**	
15. erosion control plan		1			**1**	**4**	**8**	**4**												**17.0**	**17**	**$2,492**		**10**	**1**		**$10**	**$2,502**	
18. standard civil details and drawings		20	**1**		**2**	**4**	**8**	**4**												**1.0**	**19**	**$2,991**		**200**			**$100**	**$3,091**	
19. cross sections and earthwork summary		12	**2**		**4**	**16**	**8**	**4**												**2.8**	**34**	**$6,002**		**100**	**12**		**$110**	**$6,112**	
qty and construction cost estimate	**B. III. A.**		**1**		**2**	**4**	**8**														**15**	**$2,563**		**50**			**$25**	**$2,588**	
bid item list - technical specifications	**B. III. B.**		**2**		**4**	**16**	**8**										**8**				**38**	**$6,278**		**200**			**$100**	**$6,378**	
90% and 100% submittals - QA/QC	**B. III. C.**		**12**		**6**	**8**	**16**	**8**									**8**				**58**	**$9,724**		**800**	**80**	**$50**	**$850**	**$10,574**	
comment response/resolution	**B. III. D.**		**6**		**4**	**12**	**8**										**2**				**32**	**$6,014**						**$6,014**	
IV. BID PHASE SERVICES																												
advertisement coordination and pre-bid meeting	**B. IV. A-C.**		**2**		**1**	**2**	**4**										**8**				**17**	**$2,368**				**$25**	**$25**	**$2,393**	
bid RFI and addenda	**B. IV. D.**		**4**		**2**	**8**	**4**	**8**									**2**				**28**	**$4,584**		**20**			**$10**	**$4,594**	
bid opening, review, tabulation, recommendation	**B. IV. E.-H.**		**1**		**2**	**4**	**4**										**1**				**12**	**$2,119**		**20**		**$25**	**$35**	**$2,154**	
V. SPECIAL SERVICES																												
Construction Administration	**B. V. A.**																											
1. conformed documents for construction			**2**			**2**	**4**	**6**									**2**				**16**	**$2,238**		**400**	**125**	**$100**	**$925**	**$3,163**	
2. preconstruciton conference			**2**			**2**															**4**	**$888**		**20**			**$10**	**$898**	
3. construction coord (2 site visit, 2 meetings)			**4**		**2**	**4**															**10**	**$2,264**		**10**		**$50**	**$55**	**$2,319**	
4. submittal, RFI and CO review			**2**		**4**	**8**	**12**	**2**									**6**				**34**	**$5,336**		**50**	**5**		**$50**	**$5,386**	
5. record drawings			**1**		**2**	**2**	**4**	**8**													**17**	**$2,509**		**100**		**$25**	**$75**	**$2,584**	
Survey for Design	**B. V. B.**																											
1. right of entry documents/coordination			**2**			**4**									**1**		**8**				**15**	**$2,094**		**100**		**$50**	**$100**	**$2,194**	
2. estabish H-V control					**1**	**2**								**1**	**2**	**4**					**10**	**$1,795**		**50**	**5**		**$50**	**$1,845**	
3. topography and surface features mapping			**2**		**1**	**2**	**8**	**16**						**1**	**8**	**20**					**58**	**$8,705**		**50**	**5**		**$50**	**$8,755**	
Franchise Utility Coordination	**B. V. C.**		**2**		**2**	**6**	**18**	**12**											**4**		**44**	**$6,446**		**100**	**10**	**$50**	**$150**	**$6,596**	
SUE																												
1. level B locate - designate and marking	**B. V. D.**					**4**	**8**	**12**							**2**		**4**	**10**	**6**		**46**	**$6,358**		**50**		**$50**	**$75**	**$6,433**	
2. level A locate - vacum excavation	**B. V. D.**						**1**	**2**											**2**		**5**	**$665**		**20**		**$2,790**	**$2,800**	**$3,465**	Misc. is allowance for Level 'A' locate holes
Survey for ROW/Easement Documents	**B. V. E.**																											
1. recover corners and resolve property boundary								**4**						**12**	**18**	**24**	**6**				**64**	**$9,968**		**50**	**5**	**$100**	**$150**	**$10,118**	
2. prepare metes & bounds / parcel maps			**2**			**4**	**8**	**64**						**10**	**24**		**12**				**124**	**$15,260**		**100**			**$50**	**$15,310**	
3. set monuments for ROW & easements			**1**			**2**		**2**						**4**	**8**	**24**					**41**	**$6,979**		**50**		**$50**	**$75**	**$7,054**	
4. stake/flag ROW at 100' intervals						**2**	**4**	**2**						**1**	**2**	**4**					**15**	**$2,297**		**20**		**$50**	**$60**	**$2,357**	
Geotechnical Engineering	**B. V. F.**																											
1. field work/lab work and report coordination			**2**			**2**		**1**							**1**	**2**					**8**	**$1,479**		**100**		**$12,000**	**$12,050**	**$13,529**	Misc. is geotech fee proposal - EST, Inc.
Environmental Permitting - NIC	**NIC**																											

Attachment: Exhibit B (Coit Road Extension (Choate to Outer Loop) R67)

EXHIBIT B - DESGN COST BREAKDOWN
CITY OF CELINA
Coit Road - Choate Pkwy to CCOL

City of Celina	Labor Category		Project Mgr.	Principal	Sr. Civil Eng.	Civil Eng.	Civil EIT	Civil CADD	Sr. Struct. Eng.	Elec. or Struct. Eng.	Struct. CADD / GIS	Sr. Env. Scientist/ Landscape Architect	Env. Scientist/ Landscape Architect	Survey RPLS	Survey SIT	Survey Crew	Clerical	SUE Crew	SUE Coordinator	hrs /sheet								
Coit Road - Choate Pkwy to CCOL EBFR (4-lanes)	**Team Member**		All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All		All	All		Print	Plot	Deliv./Misc.	All	All	Remarks
Fee Proposal - October 10, 2022	**Hourly Billing Rate**		$255.00	$277.00	$244.00	$189.00	$133.00	$107.00	$248.00	$196.00	$122.00	$223.00	$140.00	$205.00	$124.00	$180.00	$88.00	$170.00	$159.00		Total Manhour	Total Labor $		$0.50	$5.00	Sub-Consult	Total Expense $	Total $	
Task Description	**Scope Reference**	**Plan Sheets**																										
1. jurisdictional waters determination																												
2. Section 404 pre-construction notification (PCN)																												
Subtotal Summary																												
I. PROJECT MANAGEMENT / COORDINATION			**23**		**6**	**17**	**18**	**11**						**1**	**4**	**2**	**16**		**2**		**100**	**$16,900**		**170**	**15**	**$100**	**$260**	**$17,160**	
II. PRELIMINARY ENGINEERING		**30**	**41**		**58**	**166**	**258**	**176**							**3**		**12**		**8**	**24.1**	**722**	**$111,827**		**850**	**60**	**$25**	**$750**	**$112,577**	
III. FINAL ENGINEERING		**63**	**45**		**61**	**140**	**206**	**128**							**1**		**18**			**9.5**	**599**	**$95,621**		**1660**	**123**	**$50**	**$1,495**	**$97,116**	
IV. BID PHASE SERVICES			**7**		**5**	**14**	**12**	**8**									**11**				**57**	**$9,071**		**40**		**$50**	**$70**	**$9,141**	
V. SPECIAL SERVICES																											**$92,006**	
Construction Administration			**11**		**8**	**18**	**20**	**16**									**8**				**81**	**$13,235**		**580**	**130**	**$175**	**$1,115**	$14,350	
Survey for Design			**4**		**2**	**8**	**8**	**16**						**2**	**11**	**24**	**8**				**83**	**$12,594**		**200**	**10**	**$50**	**$200**	$12,794	
Franchise Utility Coordination			**2**		**2**	**6**	**18**	**12**											**4**		**44**	**$6,446**		**100**	**10**	**$50**	**$150**	$6,596	
SUE						**4**	**9**	**14**							**2**		**4**	**10**	**8**		**51**	**$7,023**		**70**		**$2,840**	**$2,875**	$9,898	
Survey for ROW/Easement Documents			**3**			**8**	**12**	**72**						**27**	**52**	**52**	**18**				**244**	**$34,504**		**220**	**5**	**$200**	**$335**	$34,839	
Geotechnical Engineering			**2**			**2**		**1**							**1**	**2**					**8**	**$1,479**		**100**		**$12,000**	**$12,050**	$13,529	
Environmental Permitting - NIC																												
TOTAL - COIT ROAD		**63**	**138**		**142**	**383**	**561**	**454**						**30**	**74**	**80**	**95**	**10**	**22**	**23.5**	**1989**	**$308,700**		**3990**	**353**	**$15,540**	**$19,300**	**$328,000**	

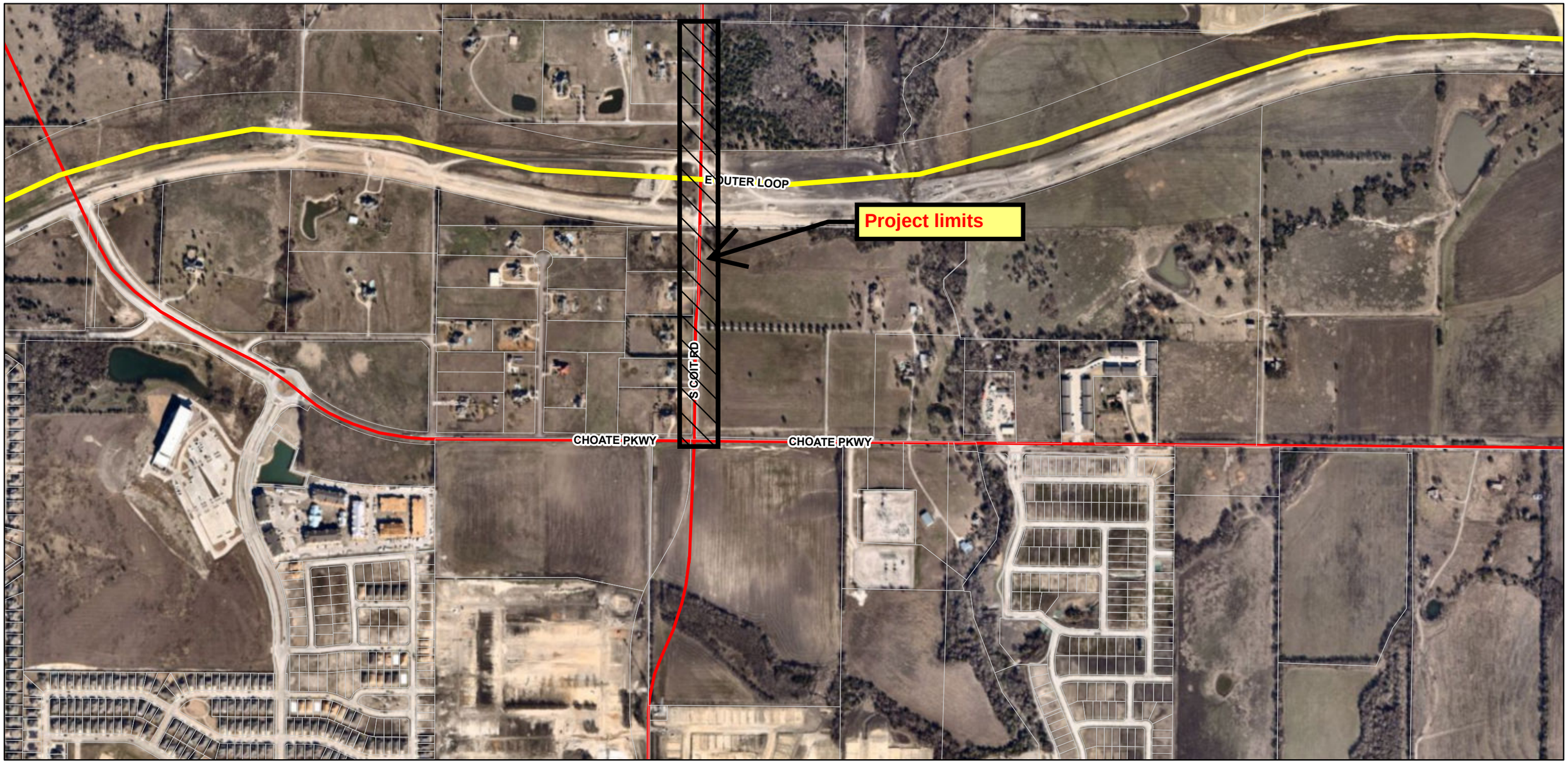
Attachment: Exhibit B (Coit Road Extension (Choate to Outer Loop) R67)

EXHIBIT C
SCHEDULE OF CONTRACT WORK

Task Name	Duration Calendar Days	Start Date	Finish Date
CITY OF CELINA **COIT ROAD - CHOATE PARKWAY to CCOL**	**659**	**5/1/2023**	**2/18/2025**
Design Notice to Proceed	0	5/1/2023	5/1/2023
Survey and Level B SUE	**45**	**5/1/2023**	**6/15/2023**
Research, Data Collection and Field Work	45	5/1/2023	6/15/2023
Geotechnical Investigation	**70**	**5/1/2023**	**7/10/2023**
Subsurface Exploration and Lab Tests	45	5/1/2023	6/15/2023
Final Report	25	6/15/2023	7/10/2023
Schematic Design (30%)	**60**	**6/15/2023**	**8/14/2023**
Prepare 30% Conceptual Schematic and OPCC	40	6/15/2023	7/25/2023
City Review	15	7/25/2023	8/9/2023
30% Review Meeting	5	8/9/2023	8/14/2023
Preliminary Engineering Design (60%)	**77**	**8/14/2023**	**10/30/2023**
Prepare 60% Plans, Specifications and OPCC	56	8/14/2023	10/9/2023
City Review	15	10/9/2023	10/24/2023
60% Review Meeting	6	10/24/2023	10/30/2023
Prepare ROW Documents	**49**	**10/24/2023**	**12/12/2023**
Legal Descriptions and Exhibits	24	10/24/2023	11/17/2023
City Review	10	11/17/2023	11/27/2023
Set Pins and Sign Documents	15	11/27/2023	12/12/2023
Final Design Phase (100%)	**45**	**10/30/2023**	**12/14/2023**
Prepare 100% Plans, Specifications and OPCC	45	10/30/2023	12/14/2023
City Review	20	12/14/2023	1/3/2024
100% Review Meeting	5	1/3/2024	1/8/2024
Complete 100% Bid Documents and OPCC	15	1/8/2024	1/23/2024
Bid Phases Services	**47**	**1/23/2024**	**3/10/2024**
Submit Final Bid Documents	0	1/23/2024	1/23/2024
Advertise for Bid, Answer Questions, and Prepare Addenda	40	1/23/2024	3/3/2024
Receive Bids	0	3/3/2024	3/3/2024
Tabulate Bids, Research Bidders, and Provide Recommendation Letter	7	3/3/2024	3/10/2024
Construction Administration	**345**	**3/10/2024**	**2/18/2025**
Council Award - Notice to Proceed	30	3/10/2024	4/9/2024
Construction Activities (submittals, RFIs, Site Visits, etc.)	300	4/9/2024	2/3/2025
Construction Walk Through	0	2/3/2025	2/3/2025
Prepare Record Drawings/CADD Files	15	2/3/2025	2/18/2025

Attachment: Exhibit C (Coit Road Extension (Choate to Outer Loop) R67)

Coit Road



Attachment: Exhibit D (Coit Road Extension (Choate to Outer Loop) R67)

4/12/2022, 11:40:40 AM

World Imagery
Low Resolution 15m Imagery
High Resolution 60cm Imagery
High Resolution 30cm Imagery

Citations
2.4m Resolution Metadata
Collin County Parcels

Thoroughfare Plan
4LD 90' - 100' ROW*
6LD 120' ROW*
Outer Loop 500' ROW

1:9,028

0 0.07 0.15 0.3 mi
0 0.13 0.25 0.5 km

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS
Esri Community Maps Contributors, City of McKinney, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA | See web site for license constraints. | Source: FEMA, Esri | Collin County G

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Kim Brawner, Assistant City Manager
Date:	March 14, 2023
Re:	Fire Station 3 - Amendment 2

Action Requested:

Consider and act to authorize Amendment 2 for Fire Station 3 traffic signal to Crossland Construction Company in an amount of $296,875.00 for a total GMP in an amount not to exceed $15,048,672.00. (Berry)

Background Information:

On July 12, 2022 Council authorized the award and Amendment 1 for Bid 2021-0078 Construction of Fire Station 3. Amendment 2 will add an emergency traffic signal (in-front) of the station to stop traffic during emergency exits. The amendment exceeds $50,000 and by statute requires Council authorization.

Alternatives:

Council may reject Amendment 2 and direct staff.

Financial Considerations:

Funding is available through bond funds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Supporting Documents:

Amendment 2

Staff Recommendation:

Staff recommends approval.

AMENDMENT TO CONTRACT

CONSTRUCTION MANAGER AT RISK

Amendment 2 - GMP

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and **Crossland Construction Company, Inc.** (hereinafter referred to as the "Provider") for **the construction of Fire Station 3, Bid 2021-0078,** (hereinafter referred to as the "Services"), the Owner and the Provider hereby agree as follows:

AGREEMENT

Amendment 2 modifies the following conditions to the original contract.

1. Article 1 Contract documents, item 8 Add
    a. Amendment 2: GMP (Traffic Light Installation)
    b. Schedule
2. Guaranteed Maximum price: **$ 14,751,797.00**
    a. **Increase GMP** **296,875.00**
    b. **New GMP Total** **$ 15,048,672.00**

AMENDMENT

This contract may only be amended by the written mutual agreement of both parties.

By signing below, you agree to the amendment of the original contract with the above terms. All other original terms and conditions remain the same.

CITY OF CELINA	**CROSSLAND CONSTRUCTION CO, INC.**
_____	_____
_____	_____
Printed Name & Title	Printed Name & Title
_____	_____
Date	Date

Attachment: Amendment 2 GMP (Traffic Signal) with Exhibits (Fire Station 3 - Amendment 2)

Potential Change Order-Detail Sheet

CROSSLAND CONSTRUCTION COMPANY, INC.

Job Name: Celina Fire Station No. 3 | *Requested Days* 0 | *Price Good For* 10 *Days*
Job Number: 22TX30
Potential Change Order #: 003
Date: 11/10/2022

Description of Request: Traffic Light Install off 1385

	CCC's MATERIAL					CCC's LABOR			
Description of Material & Labor	Quantity	Unit	Cost	Unit	Material Cost (M)	Hours	Type	Qty.	Manhour Cost (L)
	0			0	$ -		A	0	$ -
				0	$ -				$ -
				0	$ -				$ -
				0	$ -				$ -
				0	$ -				$ -
				0	$ -				$ -
				0	$ -				$ -
				0	$ -				$ -
				0	$ -				$ -
				0	$ -				$ -
				0	$ -				$ -
				0	$ -				$ -
				0	$ -				$ -
				0	$ -				$ -
				0	$ -				$ -
				0	$ -				$ -
				0	$ -				$ -
				MATERIAL SUBTOTAL	$ -			LABOR SUBTOTAL	$ -
				TAX AS APPLICABLE 8.25%	$ -			LABOR BURDEN 33%	$ -
				CCCs' MATERIAL TOTAL	$ -			LABOR TOTAL	$ -

SUBCONTRACTOR(S)

Description of Work	Subcontractor	Sub Pricing (S)
Traffic Light Install	Durable Specialties Proposal	$ 247,970.00
Pavement Markings & Signage	Durable Specialties P&P Bond Cost	$ 4,960.00
Pavement Markings & Signage	Lonestar	$ 13,750.00
	SUBCONTRACT TOTAL	$ 266,680.00

CREW BREAKDOWN	Cost/Hr	Type
Field Engineer	$33.90	A
Equipment Operator 2	$26.90	C
Equipment Operator 1	$23.60	D
Crane Operator	$35.00	E
Steel Foreman	$33.00	F
Sheet Metal	$24.60	G
Iron Worker	$24.60	H
Iron Laborer	$19.20	I
Concrete Finisher	$26.20	J
Carpentry Foreman	$28.00	K
Finisher Carpenter	$26.70	L
Carpenter	$24.30	M
Skiller Laborer	$20.90	N
Laborer	$20.00	O

CCC's FIELD COSTS

Description	Quantity	Unit	Cost	Unit	Material Cost	Hours		Rate		Labor Cost
Superintendent	0		0	0	0		hr	$ 85.00	hr	$ -
Superintendent	OVERTIME		0	0		Yes or No				# yes/no error #
Assistant Superintendent	0	0	0	0	0		hr	$ 65.00	hr	$ -
Assistant Superintendent	OVERTIME		0	0		Yes or No				# yes/no error #
Estimator-Office	0		0	0	0	0	hr	$ 85.00	hr	$ -
Office Supplies	0			0	$ -		hr		hr	$ -
Fuel-Equipment				0	$ -					$ -
Temp Electric				0	$ -					$ -
Temp Heat				0	$ -					$ -
Temp Gas				0	$ -		hr		hr	$ -
Material Handling				0	$ -		0			$ -
Building Permits				0	$ -		hr		hr	$ -
Storm Water Permints				0	$ -		hr		hr	$ -
Plan Reproduction				0	$ -		hr		hr	$ -
Safety				0	$ -					$ -
Food Allowance				0	$ -					$ -
Room Allowance		0		0	$ -					$ -
Tools				0	$ -					$ -
Tool Rental		0		0	$ -					$ -
Temp Water Usage	0	MO	$ 125.00	MO	$ -					$ -
		0		0	$ -					$ -
		0		0	$ -					$ -
		0		0	$ -					$ -
				0	$ -					$ -
		0		0	$ -					$ -
		0		0	$ -					$ -
		0		0	$ -					$ -
		0		0	$ -					$ -
				MATERIAL SUBTOTAL	$ -			LABOR SUBTOTAL		$ -
				TAX AS APPLICABLE 8.25%	$ -			LABOR BURDEN 33%		$ -
				CCCs' MATERIAL TOTAL	$ -			LABOR TOTAL		$ -

CCC's Material Total		$ -
CCC's Labor Total		$ -
CCC's Field/Office Cost		$ -
CCC Material & Labor		$ -
Subcontract Total		$ 266,680.00
Builders Risk	0.12%	$ 320.02
General Liability Insurance	0.40%	$ 1,068.00
P/P Bond Premium	0.75%	$ 2,000.10
Overhead	5.00%	$ 13,403.40
Fee	5.00%	$ 13,403.40
PCO TOTAL		$296,875

NOTES: Does not include any other changes not described in the change order, CCC reserves right to submit further required changes with regard to any referenced drawings that may have been missed.

Attachment: Amendment 2 GMP (Traffic Signal) with Exhibits (Fire Station 3 - Amendment 2)

DURABLE SPECIALTIES, INC.

BID PROPOSAL

CROSSLAND CONSTRUCTION
731 INDUSTRY WAY
PROSPER, TX 75078
ATTN: ROSS WISDOM - PROJECT MANAGER
972.347.5659 O
620.210.4062 C
rwisdom@crossland.com

DATE: OCTOBER 28TH 2022
OWNER: THE CITY OF CELINA
ENGINEER: PACHECO KOCH
CONTROL: N/A
PROJECT: TRAFFIC SIGNAL INSTALLATION
LOCATION: FM 1385 AT SUTTON FIELDS FIRE STATION (NO. 3)

ITEM#	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
0416-6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	44.00	LF	$ 782.00	$ 34,408.00
0618-6023	CONDT (PVC) (SCH 40) (2")	250.00	LF	$ 31.00	$ 7,750.00
0618-6033	CONDT (PVC) (SCH 40) (4")	5.00	LF	$ 37.00	$ 185.00
0618-6034	CONDT (PVC) (SCH 40) (4") (BORE)	135.00	LF	$ 83.00	$ 11,205.00
0618-6070	CONDT (RM) (2")	0.00	LF	$ 23.00	$ -
0620-6009	ELEC CONDR (NO.6) BARE	365.00	LF	$ 5.00	$ 1,825.00
0620-6010	ELEC CONDR (NO.6) INSULATED	215.00	LF	$ 5.00	$ 1,075.00
0624-6007	GROUND BOX TY C (162911)	1.00	EA	$ 2,413.00	$ 2,413.00
0624-6008	GROUND BOX TY C (162911)W/APRON	2.00	EA	$ 2,912.00	$ 5,824.00
0628-6187	ELC SRV TY D 120/240 070(NS)SS(E)PS(U)	1.00	EA	$ 10,414.00	$ 10,414.00
0680-6002	INSTALL HWY TRF SIG (ISOLATED)	1.00	EA	$ 44,390.00	$ 44,390.00
0682-6001	VEH SIG SEC (12")LED(GRN)	6.00	EA	$ 915.00	$ 5,490.00
0682-6003	VEH SIG SEC (12")LED(YEL)	6.00	EA	$ 915.00	$ 5,490.00
0682-6005	VEH SIG SEC (12")LED(RED)	6.00	EA	$ 915.00	$ 5,490.00
0682-6035	BACK PLATE (12")(3 SEC)(VENT)ALUM	6.00	EA	$ 225.00	$ 1,350.00
0684-6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	310.00	LF	$ 5.00	$ 1,550.00
0684-6036	TRF SIG CBL (TY A)(14 AWG)(10 CONDR)	685.00	LF	$ 8.00	$ 5,480.00
0686-6040	INS TRF SIG PL AM(S)1 ARM(55') LUM	1.00	EA	$ 38,890.00	$ 38,890.00
0686-6048	INS TRF SIG PL AM(S)1 ARM(65')	1.00	EA	$ 38,703.00	$ 38,703.00
0687-6001	PED POLE ASSEMBLY	2.00	EA	$ 5,119.00	$ 10,238.00
6058-6001	BBU SYSTEM (EXTERNAL BATT CABINET)	1.00	EA	$ 8,827.00	$ 8,827.00
1	PREEMPTION UNIT (OPTICOM)	1.00	EA	$ 1,822.00	$ 1,822.00
2	PREEMPTION CABLE	205.00	EA	$ 4.00	$ 820.00
3	PHASE SELECTOR	1.00	EA	$ 4,331.00	$ 4,331.00

NOTE: **1) ITEMS, DESCRIPTIONS, UNITS AND UNIT PRICES ARE FOR PRELIMINARY BUDGET ESTIMATES ONLY. NOT FOR BIDDING, ITEMS, DESCRIPTIONS, UNITS AND UNIT PRICES ARE BASED ON PLAN SHEETS 2 - 36 DATED 10/18/2022, STAMPED PRELIMINARY BY TAYLOR N. BATES, P.E.**

TOTAL $ 247,970.00

SUBMITTED BY:
PATRICK C. BRYAN

ACCEPTED BY:
_____

P&P Bond Add: $4,960
Total Contract Cost: $252,930

Price Excludes Concrete Testing/Removal/Replacement, Pavement Markings, Ground Mounted Signs Sidewalk/Wheelchair Ramps, Bonding
Price Excludes Staking, Layout, Surveying, Temporary Signals, Ground Mounted Signs, Engineering, Foundation Removal, City Permits,
Utility Adjustments/Relocations, De-energizing Power Lines, Wrapping Power Lines, Costs Associated with Power Company, Irrigation Repairs/Adjustments/Relocations
Durable will not provide primary or non-contributory insurance, or hold others harmless for their actions.
Price Includes all labor and materials, sales tax for construction equipment only and insurance for items of work quoted
Construction barricades, rumble strips and lane closures are excluded
Allow 180 days for traffic signal & illmination poles. (If poles are included). Proposal will be honored for 45 days
PAYMENT IN FULL (NO RETAINAGE) IS DUE UPON COMPLETION OF WORK FOR CONTRACTS UNDER $10,000.00.
TERMS AND CONDITIONS STATED ABOVE WILL BE INCLUDED IN ANY SUBSEQUENT CONTRACT OR CONTRACT WILL NOT BE EXECUTED

P.O. BOX 535969 • GRAND PRAIRIE, TX 75053 • PHONE 972 296 6324 • FAX 972 780 7411

Attachment: Amendment 2 GMP (Traffic Signal) with Exhibits (Fire Station 3 - Amendment 2)

"WE ARE A CERTIFIED DISABLED VETERAN OWNED COMPANY"

Amendment 2 (Traffic Light Installation)

ATC Lone Star Services
5025 Martin Luther King Freeway
Fort Worth, TX 76119
Ph: 817-831-2727
Fx: 817-831-2621

Estimate

Date	Estimate #
11/10/2022	45085

Customer Name

Crossland Construction
PO Box 45
Columbus, KS 66725

Service Location

Celina Fire Station #3
4400 FM Rd 1385
Celina, TX

Description	Total
Change Order Request New Layout and Thermoplastic Striping,To Include Approximately: 1125 ft - 8" Thermoplastic 95 ft - 8" Thermoplastic 40 - 4" Ceramic Buttons 6 - Hwy Signs Take Up Thermoplastic Included Mobilization: Striping = 3 (Should Additional Mobilizations Be Required Due to Construction Debris, Vehicles/Trailers, or Any Factors That Interfere w/Scheduled Work, An Additional Fee Will Be Charged @ $2500.00 Per Mobilization.)	13,750.00

** PRICING IS SUBJECT TO CHANGE AFTER 180 DAYS DUE TO MATERIALS COST & ESCALATION*

TOTAL = $13,750.00

** INSURANCE DOCUMENTS AVAILABLE UPON REQUEST*

Attachment: Amendment 2 GMP (Traffic Signal) with Exhibits (Fire Station 3 - Amendment 2)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Amy Alexander, Director of Information Technology
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	ILA for Fiber Optic Cable

Action Requested:

Consider and act to enter an Interlocal Agreement with the Celina Independent School District for shared use and maintenance of fiber optic cable. (Alexander)

Background Information:

The City and Celina Independent School District (CISD) have determined it would be beneficial to build and maintain a jointly owned fiber optic network to support the interconnection of all City and school facilities. By entering this agreement, the City will be able to leverage existing installed CISD fiber and reduce future maintenance cost of City owned fiber. This Interlocal Agreement is mutually beneficial for both the City and CISD.

Alternatives:

If the City does not enter a Interlocal Agreement with CISD, the City will be responsible to build additional fiber optic route miles and be responsible for the full maintenance of associated cable.

Supporting Documents:

Interlocal Agreement

Staff Recommendation:

Staff recommends approval

INTERLOCAL AGREEMENT FOR FIBER OPTIC CABLE BY AND BETWEEN THE CITY OF CELINA, TEXAS AND THE CELINA INDEPENDENT SCHOOL DISTRICT

This Interlocal Agreement for Fiber Optic Cable ("Agreement") by and between the City of Celina, Texas, a municipal corporation ("Celina"), and the Celina Independent School District, a political subdivision of the State of Texas ("CISD"), is entered into as of the date of last signature below ("Effective Date").

WHEREAS, the Interlocal Corporation Act, Chapter 791 of the Texas Government Code (the "Act") provides authority for political subdivisions to contract by and between each other to purchase goods and services and facilitate governmental functions of said political subdivisions under the terms of the Act; and

WHEREAS, Celina and CISD have a shared interest in the use and maintenance of underground and aerial fiber optic cable of a minimum of ninety-six (96) strands ("Fiber") throughout Celina for various Celina and CISD facilities, and each party, has, or will install Fiber cable lines; and

WHEREAS, Celina has, or will, contract with a fiber optic cable maintenance provider for the maintenance of existing and future Fiber optic cable lines ("Fiber Maintenance Contractor"); and

WHEREAS, the parties desire to provide for on-going co-location of Fiber, extension of Fiber to their respective buildings, and provide for maintenance and repair of Fiber that has been and will be installed, by entering into this Agreement; and

WHEREAS, the parties have investigated and determined that it would be advantageous and beneficial to each and their employees, students, staff, citizens, and inhabitants to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein, Celina and CISD agree as follows:

1. Term. The initial term of this Agreement shall commence on the date of the last signature identified below and shall end on October 1, 2027. This Agreement can be extended by written mutual agreement of the parties for additional five-year renewal terms.

2. Shared Fiber. The parties agree to co-locate and share the maintenance, Dig-Tess, and franchise utility pole attachment costs for Fiber that both parties use, whether individually or jointly, with the sharing of costs to be calculated as described in **Attachment A**, attached hereto and incorporated herein for all purposes. The current and future locations of the Fiber installed by either party shall be as mutually agreed to by the parties in writing as addendums to this Agreement, which addendums may be approved by the City Manager and Superintendent without action of the governing bodies. For as long as this Agreement is in effect and at those locations that the parties have mutually agreed to share Fiber, each party shall have exclusive use of at least forty-eight (48) strands out of the minimum of 96 total

Commented [CT1]: Please clarify CISD's respons for installation of Fiber cable. The prior Agreement mentioned only "installing fiber optic cable through contract with Capco Communications, Inc. ("Capco"

Commented [CS2R1]: This Agreement does not c either party to install fiber lines, but provides for the maintenance of lines that have been or will be install written, this Agreement is for the maintenance of all lines installed by CISD or City, whether jointly or individually used.

Attachment: ILA Between Celina and CISD for Joint Fiber Network v8 C.S. responses 1.17.23 (ILA for Fiber Optic Cable)

strands installed by either party. Notwithstanding the foregoing, either party, upon the mutual written consent of the other party, may allow the use of its portion of the shared Fiber by another third party governmental entity. If such additional use is allowed, each party to this Agreement remains responsible for the costs described herein for maintenance of the Fiber, and may not assign reimbursement or cost sharing obligations to such third party. Each party expressly acknowledges and agrees to accept and use the installed Fiber lines shared under this Agreement as-is, however all installation work shall be performed in compliance with applicable law, regulations, codes, and standards applicable at the time of the installation.

3. Maintenance. Celina shall hire a Fiber Maintenance Contractor to maintain the Fiber used by both parties under this Agreement, including shared conduits and trenches. **CISD AGREES TO HOLD HARMLESS CELINA FROM ANY CLAIMS OR DAMAGES ARISING FROM THE FIBER MAINTENANCE CONTRACTOR'S WORK ON CISD-OWNED FIBER LINES**. In the event that the Fiber Maintenance Contractor modifies the terms and conditions of its agreement with Celina, including costs, CISD is not obligated to pay for the new maintenance costs without its written consent, and Celina is not obligated to continue to provide such services to CISD if it determines that serving CISD is no longer feasible under such modifications.

Commented [CT3]: Please clarify/define what or h ity determines what is not "feasible", or will CISD have option to continue with maintenance if it consents to modifications.

Commented [CS4R3]: This is to balance with CIS option to not pay for new maintenance costs without consent, despite maintenance being under a City con Celina also needs some discretion in continuing to p the services if the Capco contract changes. However the interests of both parties to continue the Agreeme e this creates a connected web of fiber lines that both will rely on.

4. Compensation. CISD agrees to pay Celina a sum annually in proportion to its use of Fiber for costs of (i) maintenance of Fiber as invoiced by the Fiber Maintenance Contractor, (ii) Dig-Tess annual invoices, and (iii) franchise utility pole attachment fees. Such compensation shall be in accordance with the Texas Government Code Chapter 2251 and determined using the methodology and data in **Attachment A** of this Agreement, subject to annual review by both parties. Costs of the Fiber Maintenance Contractor's work will include labor, overtime, equipment, materials, and all other expenses included in its invoice. Celina will present an invoice to CISD in October of each fiscal year which shall be paid by CISD within thirty (30) days. The amount invoiced by Celina to CISD will be the sum of three (3) separate cost determination methods as described in **Attachment A**. Prior to Celina's creation of an annual invoice, a member or members of the CISD Technology Department will meet with a member or members of the City of Celina Information Technology Department to review the data and methodologies used to ensure fairness and agreement of the amounts to be invoiced. If such meeting results in a recommendation of changing any portion of the compensation methodology and data prescribed in **Attachment A**, this Agreement must be amended by the governing bodies of the parties in writing to reflect such changes. Notwithstanding the foregoing, should there be an expense invoiced by the Fiber Maintenance Contractor outside of the customary costs for maintenance, for emergency repairs, immediate relocation, or any other immediate cost of more than $50,000 (in the aggregate, e.g., one emergency or immediate event causes multiple repairs totaling more than $50,000) to continue the Fiber's functionality, then CISD shall reimburse Celina for its proportionate share for such emergency or immediate costs within sixty (60) days notice from Celina. All compensation paid under this Agreement shall be paid from current revenues available to the paying party.

5. Fiber at Each Facility. The Fiber will be taken to the main data facility at each CISD or Celina facility it serves ("Main Data Facility"), where it will be terminated in a fiber patch panel

and tested by Optical Time Domain Reflector Meter ("OTDR"). All necessary Main Data Facility access, including easements, rights-of-way, or right-of-entry, whether underground or aerial, onto each Main Data Facility and into each equipment room, will be provided to the Fiber Maintenance Contractor at each Main Data Facility served. Each party shall be responsible for the operation, maintenance, and repair of Fiber, insurance and permits, and the costs thereof, beyond the termination point in that party's respective Main Data Facility that is being served.

6. Test Results. Each party will obtain the OTDR testing results, as needed, from the Fiber Installation Contractor in a form acceptable to such party.

7. Warranty. CELINA MAKES NO WARRANTY TO CISD OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY FACILITIES OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

8. Limitation of Liability. Each party's liability to the other party for any loss relating to, or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall not exceed the total amount that either party has or would have charged the other party for the affected services or functions for the time period during which the services or functions were not performed or otherwise were improperly performed.

9. Miscellaneous Provisions.

a) Assignment. This Agreement is not assignable.

b) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto. The only parties to this Agreement are Celina and CISD.

c) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. All payments due under this Agreement will be payable in Collin County, Texas.

d) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

e) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

f) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for who the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and

Attachment: ILA Between Celina and CISD for Joint Fiber Network v8 C.S. responses 1.17.23 (ILA for Fiber Optic Cable)

effective on the date hereof.

g) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

h) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

i) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all 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. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

j) Pursuit of a Governmental Function. Both Celina and CISD have determined by their execution of this Agreement that this Agreement and the obligations of the parties contained herein are in discharge of a governmental function as set forth in the Interlocal Cooperation, Chapter 791, Texas Government Code, and the participation by either party in the terms of this Agreement shall not make such party an agent or representative of the other party.

k) Notification. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the party giving the Notice, and shall be effective on the earlier of (a) on the third (3rd) day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by facsimile or email, (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed), or (c) on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person, delivery by regular mail, delivery by facsimile (with a confirmation copy sent by regular mail), or delivery by email (with a confirming copy sent by one of the other methods set forth herein). Notices given pursuant to this Section shall be addressed as follows:

To Celina: City of Celina
Attention: City Manager
142 North Ohio Street
Celina, Texas 75009
Telephone: (972) 283-2682
Facsimile: (972) 382-3736
Email: jlaumer@celina-tx.gov

With a copy to: Julie Fort
Messer, Fort & McDonald, PLLC
6371 Preston Road, Suite 200

Frisco, Texas 75034
Telephone: (972) 668-6400
Facsimile: (972) 668-6414
Email: julie@txmunicipallaw.com

To the District: Celina Independent School District
Attention: Superintendent
205 S. Colorado Street
Celina, Texas 75009
Email: thomasmaglisceau@celinaisd.com

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least ten (10) days written notice to the other party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday, or legal holiday.

Execution Page Follows

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

Date:_____

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be one of the· persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for the City of Celina, and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2023.

_____

Notary Public in and for theState of Texas

My Commission Expires: _____

Attachment: ILA Between Celina and CISD for Joint Fiber Network v8 C.S. responses 1.17.23 (ILA for Fiber Optic Cable)

CELINA INDEPENDENT SCHOOL DISTRICT

_____
Dr. Tom Maglisceau, Superintendent

Date:_____

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared _____known to me to be one of the persons whose names are subscribed tothe foregoing instrument; he/she acknowledged to me he/she is the duly. authorized representative for the Celina Independent School District, and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2023.

_____

Notary Public in and for the
State of Texas

My Commission Expires: _____

Attachment: ILA Between Celina and CISD for Joint Fiber Network v8 C.S. responses 1.17.23 (ILA for Fiber Optic Cable)

ATTACHMENT A

Compensation Methodology and Data

For the purposes of these calculations, the following meanings shall apply:

"/" shall mean "divided by"

"*" shall mean "multiplied by"

"=" shall mean "equals"

Method 1: Annual Maintenance Costs

Fiber Maintenance Contractor invoices Celina each year for maintenance covering total amount of Fiber. CISD's share of that maintenance amount shall be a percentage based on the Fiber used by CISD, included in the Fiber Maintenance Contractor invoice. This shall include any costs in Fiber Maintenance Contractor's invoice for work that serves CISD under this Agreement. The formula will be:

((amount of Fiber shared by CISD * 50%) + amount of Fiber exclusively used by CISD) / total amount of Fiber in Fiber Maintenance Contractor annual invoice) * total amount of Fiber Maintenance Contractor annual invoice = Total for Method 1

Method 2: Annual Dig-Tess Costs

Celina is billed throughout the year for Dig-Tess requests. CISD will be invoiced an amount equal to its percentage share of Fiber used multiplied by the Dig-Tess amount that Celina is invoiced annually. The formula will be:

((amount of Fiber shared by CISD * 50%) + amount of Fiber exclusively used by CISD) / total amount of Fiber in Fiber Maintenance Contractor annual invoice) * total amount of Dig-Tess annual invoices = Total for Method 2

Method 3: Annual Pole Attachment Fee Costs

Celina pays pole attachment fees to franchise utility providers each year for use by Fiber lines. CISD's share of those fees will include an amount of attachment fees for poles carrying CISD-shared Fiber, and Fiber used exclusively by CISD. The formula will be:

(((amount of poles carrying shared Fiber * 50%) + amount of Fiber exclusively used by CISD) / total amount of poles) * total pole attachment fee invoice amount = Total for Method 3

The sum total of Methods 1, 2, and 3 shall comprise the *annual* compensation to be paid by CISD to Celina for the services provided under this Agreement unless otherwise agreed to by the parties, and which does not include any emergency or immediate costs as described in Section 4.

Example:

Note: units of measurement used in this Attachment are used as examples and may not be used in actual calculations.

Method 1:	
Total amount of Fiber included in Fiber Maintenance Contractor invoice	16.3
Total amount of Fiber shared by CISD	4.5
Total amount of Fiber exclusively used by CISD	2.1
Total amount of Fiber exclusively used by Celina	9.7
CISD percentage of Fiber shared (= (4.5 / 16.3) * 100)	27.61%
Half of CISD percentage of Fiber shared	13.81%
CISD percentage of exclusive fiber (=(2.1 / 16.3) * 100)	12.88%
CISD total percentage (= 13.81% + 12.88%)	26.69%
Annual Maintenance Invoice from contractor	$45,000
Total Due #1: (26.69% of $45,000)	***$12,010.50***
Method 2:	
Total Annual invoice from Dig-Tess to Celina	$5,966.95
CISD percentage of Fiber (calculated above)	26.69%
Total Due #2: (26.69% of $5,966.95)	***$ 1,592.58***
Method 3	
Total CoServ poles carrying Fiber	455
Total OnCor poles carrying Fiber	262
Total GCEC poles carrying Fiber	113
Total number of poles carrying Fiber for Celina	830
Total poles carrying Shared Fiber	600
Total poles carrying CISD exclusive	75
Total poles carrying Celina exclusive	155
Percentage of poles shared (=(600 shared poles / 830 total poles)*100)	72.29%
Half of percentage of poles shared (=72.29% / 2)	36.15%
CISD percentage of poles exclusive (=(75 shared poles / 830 total poles) * 100%)	9.03%
CISD percentage of poles used (=36.15% + 9.03%)	45.18%
Celina percentage of poles (155 /830)	18.67%
Total for pole attachment fees CoServ	$6,996.04
Total for pole attachment fees OnCor	$4,028.49
Total for pole attachment fees GCEC	$1,737.48
Total for pole attachment fees	$12,762.01

Total Due #3 (45.18% of $12,762.01)	***$ 5,765.87***
TOTAL INVOICE TO CISD (#1 + #2 + #3) ($12,010.50 + $1,592.58 + $5,765.87)	**$19,367.58**

Attachment: ILA Between Celina and CISD for Joint Fiber Network v8 C.S. responses 1.17.23 (ILA for Fiber Optic Cable)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kim Brawner, Assistant City Manager
Date:	March 14, 2023
Re:	FM 428 Realignment Resolution

Action Requested:

Consider and act upon a Resolution of the City Council of the City of Celina supporting the expansion and realignment of FM 428 to the east to intersect with Preston Road using CR 55/W. Glendenning Parkway. (Glasgow)

Background Information:

Texas Department of Transportation (TxDOT) will be improving and expanding FM 428 from Dallas Parkway to Preston. The City recognizes the realignment of FM 428 to tie into Preston Road (SH 289) in lieu of FM 455 will help to relieve heavy vehicle traffic through City of Celina Downtown thus promoting public safety and travel efficiency. This realignment, however, will require TxDOT and the City to trade sections of roads they currently own and maintain.

This resolution will allow the City to assume ownership and operation of the northern section of FM 428 from CR 1214 to FM 455 after the FM 428 expansion and realignment.

TxDOT will likewise own and operate the portion of CR 1214, CR 55, and W. Glendenning Parkway (from approximately 1600 feet east of CR 55 to Preston Road (SH 289)) that will be brought onto the TxDOT system upon completion of the process.

Alternatives:

City Council could choose not to support the trading of the roads.

Legal Review:

TxDOT legal team

Supporting Documents:

Resolution

Staff Recommendation:

Approve the proposed resolution

RESOLUTION NO. 2023-___R

A RESOLUTION OF THE CITY OF CELINA SUPPORTING THE EXPANSION AND REALIGNMENT OF FM 428 TO THE EAST TO INTERSECT WITH STATE HIGHWAY 289 USING CR 55/W. GLENDENNING PARKWAY

WHEREAS, the City of Celina owns and operates a system of roadways for public use and benefits including County Road (CR) 55, Dallas Parkway Frontage Road and W. Glendening Parkway; and

WHEREAS, the Collin County (County) owns and operates a system of roadways for public use and benefits including County Road (CR) 1214; and

WHEREAS, the Texas Department of Transportation (TxDOT) owns and operates a system of highways for public use and benefits including Farm to Market (FM) 428, Farm to Market (FM) 455, United States (US) 380 and State Highway 289 (Preston Road); and

WHEREAS, the North Texas Tollway Authority (NTTA) owns and operates a system of highways for public use and benefits including Dallas North Tollway (DNT); and

WHEREAS TxDOT will be improving and expanding FM 428 from approximately 1300 feet west of the Dallas Parkway Frontage Road south bound lanes to Preston Road (SH 289); and

WHEREAS, the North Texas Tollway Authority (NTTA) will be extending DNT from US 380 to FM 428; and

WHEREAS, the City of Celina recognizes the realignment of FM 428 to tie into Preston Road (SH 289) in lieu of FM 455 will help to relieve heavy vehicle traffic through City of Celina Downtown thus promoting public safety and travel efficiency; and

WHERAS, Celina recognizes the realignment of FM 428 process involve bringing portion of CR 1214, CR 55, and W. Glendenning Parkway from approximately 1600 feet east of CR 55 to Preston Road (SH 289) in to TxDOT system; and

WHEREAS, Celina recognizes the realignment of FM 428 process involves removing the northern section of FM 428 from CR 1214 to FM 455 from the TxDOT system; and

WHEREAS, TxDOT recognizes to assume ownership and operation of the portion of CR 1214, CR 55, and W. Glendenning Parkway (from approximately 1600 feet east of CR 55 to Preston Road (SH 289)) that will be brought onto the TxDOT system upon completion of the process; and

WHEREAS, Celina agrees to assume ownership and operation of the northern section of FM 428 from CR 1214 to FM 455 that will be taken off TxDOT system upon completion of the reconstruction process is complete for the new FM 428 alignment; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Celina supports the realignment and expansion of FM 428 to tie into SH 289 in lieu of FM 455.

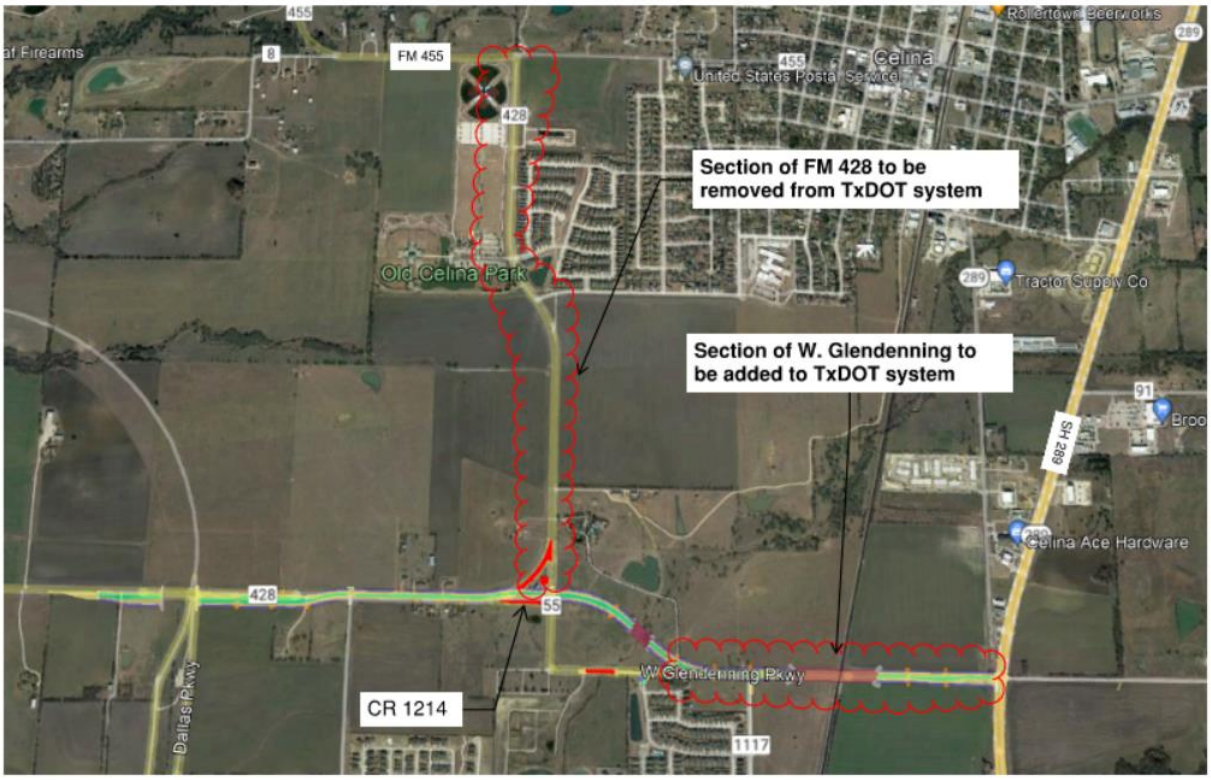
DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 14th day March 2023.

Attachment: RESOLUTION NO1 Revised 2.16.2023 (FM 428 Realignment Resolution)

_____
Sean Terry, MAYOR

_____
Lauren Vaughns, CITY SECRETARY

Attachment: RESOLUTION NO1 Revised 2.16.2023 (FM 428 Realignment Resolution)



Attachment: RESOLUTION NO1 Revised 2.16.2023 (FM 428 Realignment Resolution)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Director
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	2023 Oncor Steering Committee

Action Requested:

Consider and act upon a Resolution authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of ten cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC. (Satarino)

Background Information:

The City of Celina is a member of a 171-member city coalition known as the Steering Committee of Cities Served by Oncor (Steering Committee). The resolution approves the assessment of a ten cent ($0.10) per capita fee to fund the activities of the Steering Committee.

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over two decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. The Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary for new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Supporting Documents:

Resolution

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF TEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

WHEREAS, the City of Celina is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee of Cities Served By Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Steering Committee at its December 2022 meeting set a budget for 2023 that compels an assessment of ten cents ($0.10) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Celina and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

Attachment: Celina Resolution 2023 OCSC Assessment (2023 Oncor Steering Committee)

II.

The City is further authorized to pay its assessment to the Steering Committee of ten cents ($0.10) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to *"Steering Committee of Cities Served by Oncor"* shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

PRESENTED AND PASSED on this the _____ day of _____, 2023, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of _____, Texas.

_____
Signature
Mayor

ATTEST:

_____
Signature
City Secretary

Attachment: Celina Resolution 2023 OCSC Assessment (2023 Oncor Steering Committee)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kim Brawner, Assistant City Manager
Date:	March 14, 2023
Re:	Dallas Parkway Waterline Easements Acquisition Resolution

Action Requested:

Consider and act upon a Resolution of the City Council authorizing the execution by the City of Celina, Texas of conveyance documents and documents necessary to effectuate the acquisition of water easements and temporary construction easement for the Dallas Parkway Waterline Project; and providing for an effective date. (Glasgow)

Background Information:

The City of Celina has several large developments within the Low Pressure Plane that are under development. The largest development, Legacy Hills, will have a build out peak hour water demand of 32 million gallons per day (MGD). New water infrastructure is necessary to supply the needs for these developments. This waterline project is ninety percent (90%) complete is design and the necessary water and temporary construction easements have been identified.

Alternatives:

City Council could choose to not proceed with the proposed Resolution of acquisition.

Financial Considerations:

Funding for the acquisition of the easements will be paid from 2023 Bonds.

Legal Review:

Legal counsel has reviewed the proposed Resolution for compliance to state law.

Supporting Documents:

- Resolution
- List of Properties
- Easement Map

Staff Recommendation:

Staff recommends approval of Resolution authorizing aqcuisition.

Attachment: Resolution_Easement Acquisition for W50 Dallas Pkwy Waterline v2 CS 3.7.23 (Dallas Parkway Waterline Easements Aqcuisition

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION BY THE CITY OF CELINA, TEXAS OF CONVEYANCE DOCUMENTS AND DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF RIGHT OF WAY, WATER EASEMENTS, DRAINAGE EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENT FOR THE DALLAS PARKWAY WATERLINE PROJECT; GENERALLY LOCATED ALONG THE DALLAS PARKWAY FROM THE CELINA ROAD PUMP STATION FACILITY TO FUTURE J FRED SMITH PARKWAY (CR 9); PROVIDING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTIES FOR WATER AND WASTEWATER EASEMENTS, RIGHTS-OF-WAY, AND/OR TEMPORARY CONSTRUCTION EASEMENTS; AUTHORIZING THE CITY MANAGER TO OBTAIN THE NECESSARY APPRAISAL REPORT(S) AND MAKE BONA FIDE OFFERS OF JUST COMPENSATION FOR THE RIGHT OF WAY AND EASEMENTS USING FUNDS FROM A LAWFUL SOURCE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Celina, Texas ("City"), in accordance with Texas Local Government Code 273.001, has determined that it is in the best interest of the citizens of the City to acquire a property interest from the owners of the properties described in Exhibit "A" for construction of the Dallas Parkway Waterline from Celina Road Pump Station to J Fred Smith Parkway (CR 9).

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

Section 1: The findings and premises contained in the preamble above are hereby deemed to be true and correct.

Section 2: The City Manager is authorized to execute or order purchase contracts, title commitments, deeds, appraisal reports, and easements, and to disburse purchase and closing funds from lawfully available sources necessary to acquire right of way, water easements, and temporary construction easements for the Dallas Parkway Waterline project in the locations identified in the attached Exhibit "A" and depicted in the attached Exhibit "B", both exhibits being incorporated herein for all purposes, on behalf of the City, and further the City Manager is authorized to execute any other documents required to acquire such property interests.

Section 3: This Resolution shall become effective upon the date of passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of Celina, Texas, this 14th day of March 2023.

ATTEST:	**APPROVED:**
_____	_____
Lauren Vaughns, City Secretary	Sean Terry, Mayor

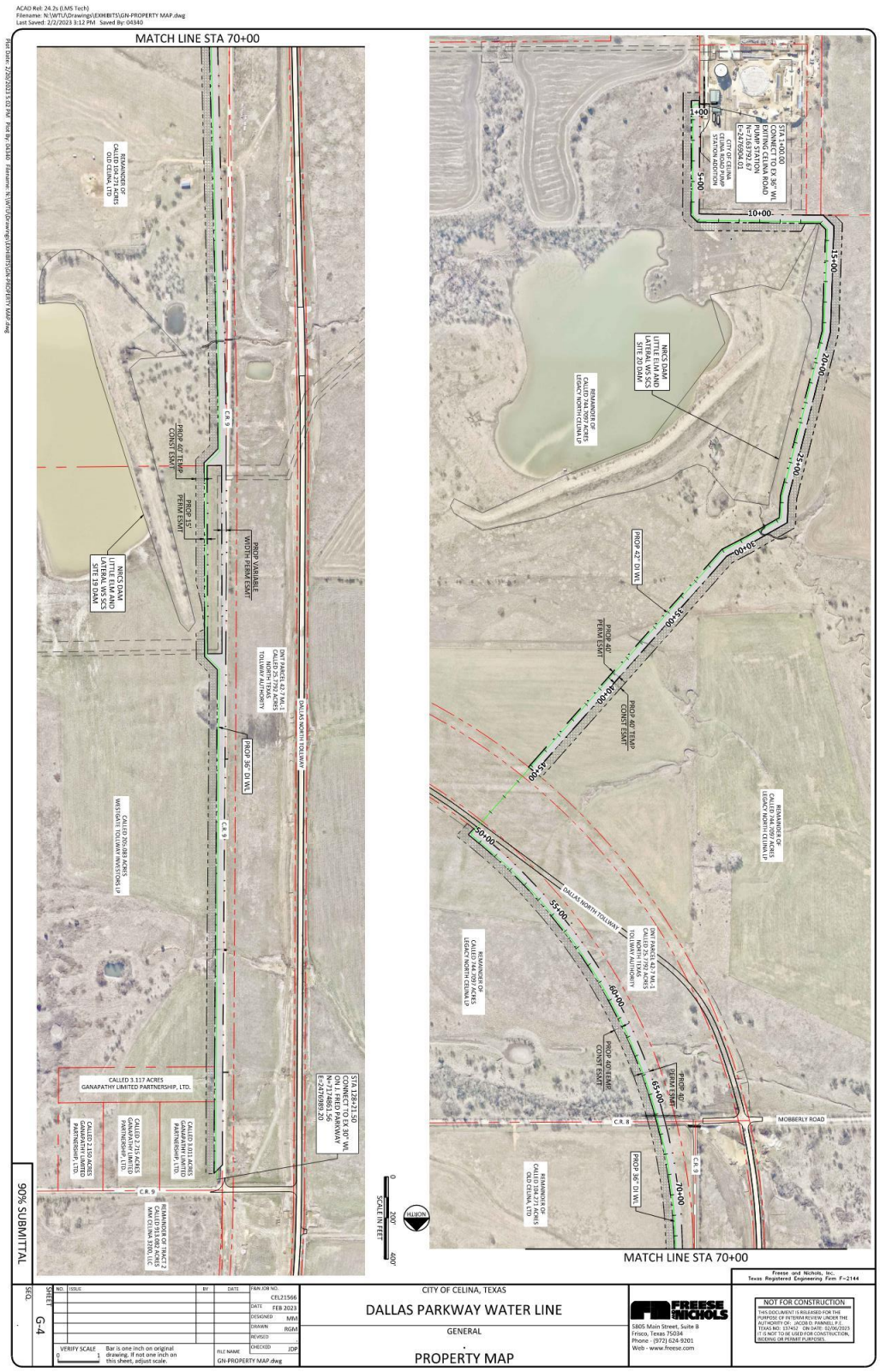
Attachment: Resolution_Easement Acquisition for W50 Dallas Pkwy Waterline v2 CS 3.7.23 (Dallas Parkway Waterline Easements Aqcuisition

Attachment: Resolution_Easement Acquisition for W50 Dallas Pkwy Waterline v2 CS 3.7.23 (Dallas Parkway Waterline Easements Aqcuisition

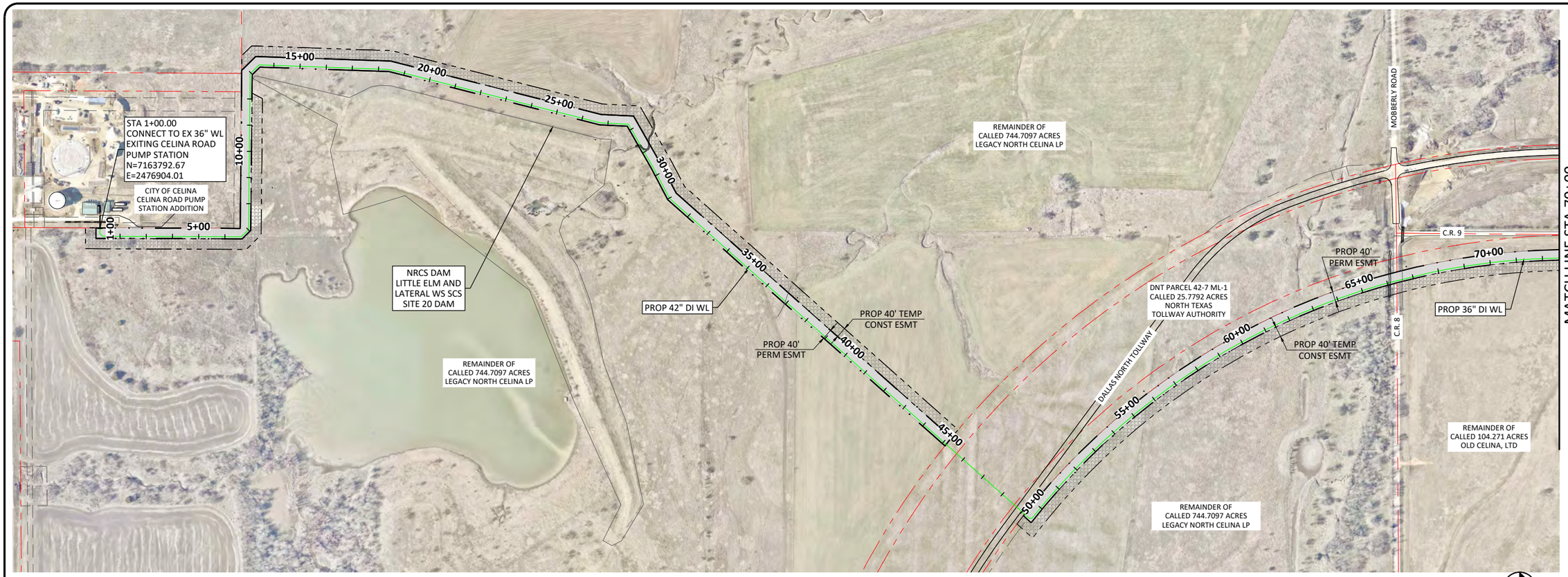
Exhibit A

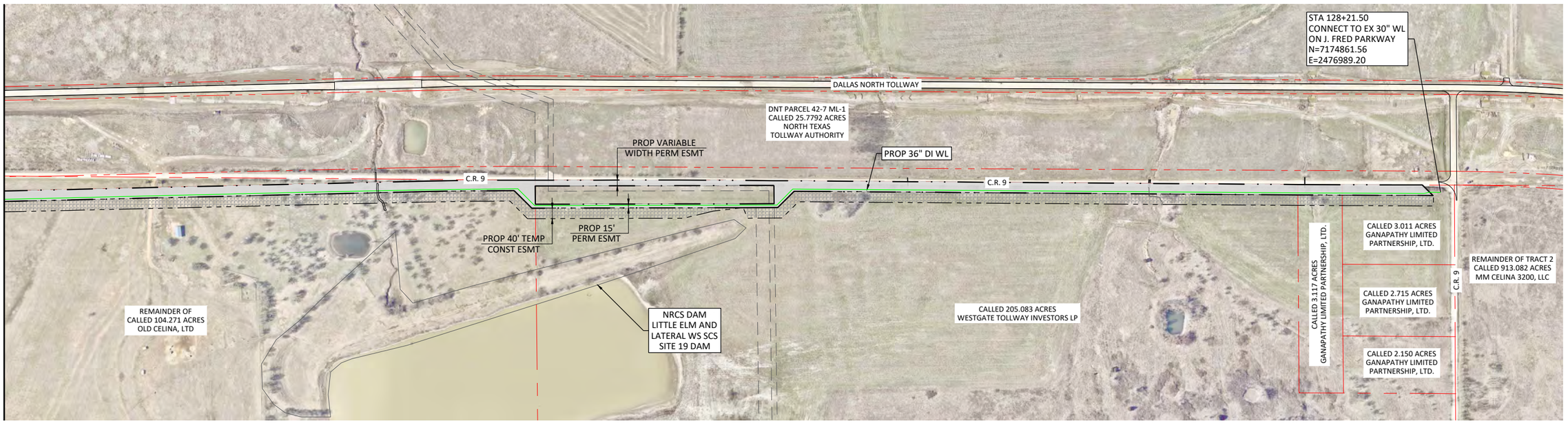
Property	Property ID	Owner	Legal Description	City	State	Zip Code
A	2734219	Legacy North Celina LP	Abs A0168 Collin County School Land #16 Survey, Sheet 2, Tract 23, 621.971 Acres; (Split By County Line 206.351 Ac In Cc)	Celina	TX	75009
B	52839	Legacy North Celina LP	A1480a J. McFarland, Tr 1(Pt), 235.6200 Acres, Old DCAD Tr #1 & 2	Celina	TX	75009
C	2848927	Legacy North Celina LP	Abs A0168 Collin County School Land #16 Survey, Sheet 2, Tract 27, 87.534 Acres	Celina	TX	75009
D	991779	Old Celina LTD	Abs A0168 Collin County School Land #16 Survey, Sheet 1, Tract 15, 101.7748 Acres	Celina	TX	75009
E	991760	Westgate Tollway Investors LP	Abs A0168 Collin County School Land #16 Survey, Sheet 1, Tract 14, 205.083 Acres	Celina	TX	75009
F	2507331	Ganapathy LTD	Abs A0168 Collin County School Land #16 Survey, Sheet 1, Tract 76, 3.117 Acres	Celina	TX	75009
G	2507334	Ganapathy LTD	Abs A0168 Collin County School Land #16 Survey, Sheet 1, Tract 79, 3.011 Acres	Celina	TX	75009

Exhibit B



Attachment: Resolution_Easement Acquisition for W50 Dallas Pkwy Waterline v2 CS 3.7.23 (Dallas Parkway Waterline Easements Aqcuisition





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

NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF: JACOB D. PANNELL P.E. TEXAS NO. 137452 ON DATE: 02/06/2023 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE NICHOLS

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

CITY OF CELINA, TEXAS

DALLAS PARKWAY WATER LINE

GENERAL

.

NO.	ISSUE	BY	DATE

FB/N JOB NO CEL21566
DATE FEB 2023
DESIGNED MM
DRAWN RGM
REVISED -
CHECKED JDP

VERIFY SCALE Bar is one inch on original

SHEET
G-4

90% SUBMITTAL

Attachment: Updated Dallas Parkway Water Line Acquisition Map (Dallas Parkway Waterline Easements Aqcuisition Resolution)

ACAD Rel: 24.2s (LMS Tech)
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Plot Date: 2/20/2023 5:02 PM Plot By: 04340 Filename: N:\WTU\Drawings\EXHIBITS\GN-PROPERTY MAP.dwg

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kim Brawner, Assistant City Manager
Date:	March 14, 2023
Re:	CR 53 and Old Log Trail Right of Way Acquisition Resolution

Action Requested:

Consider and act on a Resolution of the City Council authorizing the execution by the City of Celina, Texas, of conveyance documents necessary to effectuate the acquisition of right of way for CR 53 and Old Log Trail (from 1100 feet east of the intersection of CR 51 and CR 53 east-north to the intersection of Wycliffe Drive and Old Log Trail) project; and providing for an effective date. (Glasgow)

Background Information:

The City of Celina is proposing to construct CR 53 as a thirty feet (30') concrete roadway and Old Log Trail as a twenty-four feet (24') concrete roadway. The project includes drainage improvements to the existing road condition. The proposed roadway will require sixty feet (60') of right-of-way (ROW).

Staff is working on the acquisition of right-of-way (ROW) for the above reference project and intends to utilize the City's power of condemnation as a final resort; however, this roadway is a critical infrastructure and is necessary for transporting people and goods within the city and its environs. Upon approval of this resolution, initial offer letters will be sent to each property owner at the stated appraised value with a copy of the approved Resolution and appraisal.

Alternatives:

City Council could choose to not proceed with the proposed Resolution of acquisition.

Financial Considerations:

Funding for the acquisition of the right of way will be paid from 2023 bonds.

Legal Review:

Legal counsel has reviewed the proposed Resolution for compliance to state law.

Supporting Documents:

- Resolution
- ROW Dedication Exhibit

Staff Recommendation:
Staff recommends approval of the Resolution

Attachment: Resolution_ROW Acquisition for CR 53 & Old Log Trail (CR 53 and Old LogTrail Right-of-Way (ROW) Acquisition Resolution)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION BY THE CITY OF CELINA, TEXAS OF CONVEYANCE DOCUMENTS AND DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF RIGHT OF WAY FOR THE COUNTY ROAD 53 AND OLD LOG TRAIL IMPROVEMENTS PROJECT; GENERALLY LOCATED ALONG COUNTY ROAD 53 BEGINNING APPROXIMATLY 1100 FEET EAST OF THE INTERSECTION OF COUNTY ROAD 51 AND COUNTY ROAD 53 AND EXTENDING EAST AND THEN NORTH ALONG OLD LOG TRAIL TO THE INTERSECTION OF WYCLIFFE DRIVE AND OLD LOG TRAIL; PROVIDING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTIES FOR RIGHTS-OF-WAY; AUTHORIZING THE CITY MANAGER TO OBTAIN THE NECESSARY APPRAISAL REPORT(S) AND MAKE BONA FIDE OFFERS OF JUST COMPENSATION FOR THE RIGHT OF WAY USING FUNDS FROM A LAWFUL SOURCE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Celina, Texas ("City"), in accordance with Texas Local Government Code 273.001, has determined that it is in the best interest of the citizens of the City to acquire a property interest from the owners of the properties described in Exhibit "A" for construction of CR 53 and Old Log Trail beginning approximately 1100 feet east of the intersection of CR 51 and CR 53 and extending east then north along Old Log Trail to the intersection of Wycliffe Drive and Old Log Trail.

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

Section 1: The findings and premises contained in the preamble above are hereby deemed to be true and correct.

Section 2: The City Manager is authorized to execute or order purchase contracts, title commitments, appraisal reports, deeds and easements, and to disburse purchase and closing funds from lawfully available sources necessary to acquire right of way in the locations identified in the attached Exhibit "A" and depicted in the attached Exhibit "B", both exhibits being incorporated herein for all purposes, on behalf of the City, and further the City Manager is authorized to execute any other documents required to acquire such property interests.

Section 3: This Resolution shall become effective upon the date of passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of Celina, Texas, this 14th day of March 2023.

ATTEST:

_____
Lauren Vaughns, City Secretary

APPROVED:

_____
Sean Terry, Mayor

Attachment: Resolution_ROW Acquisition for CR 53 & Old Log Trail (CR 53 and Old LogTrail Right-of-Way (ROW) Acquisition Resolution)

Exhibit A

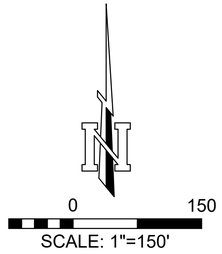
Parcel	Property ID	Owner	Legal Description	City	State	Zip Code
A	2862952	HASLET ALLIANCE PARTNERS LP	ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, SHEET 2, TRACT 114, 53.229 ACRES	Celina	TX	75009
B	2071428	BUDDEN INVESTMENTS LLC	ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, BLK 2, TRACT 90, ACRES 5.0230	Celina	TX	75009
C	963096	5 GUYS LAND HOLDING COMPANY LLC	ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, BLK 2, TRACT 65, ACRES 1.9900	Celina	TX	75009
D	2719498	DREWRY INVESTMENTS LLC	ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, BLK 2, TRACT 1, ACRES 9.1660	Celina	TX	75009
E	962765	CELINA OLT INVESTMENTS LLC	ABS A0167 COLLIN COUNTY SCHOOL LAND #14 SURVEY, SHEET 2, TRACT 35, 4.842 ACRES	Celina	TX	75009

Attachment: Resolution_ROW Acquisition for CR 53 & Old Log Trail (CR 53 and Old LogTrail Right-of-Way (ROW) Acquisition Resolution)

Exhibit B

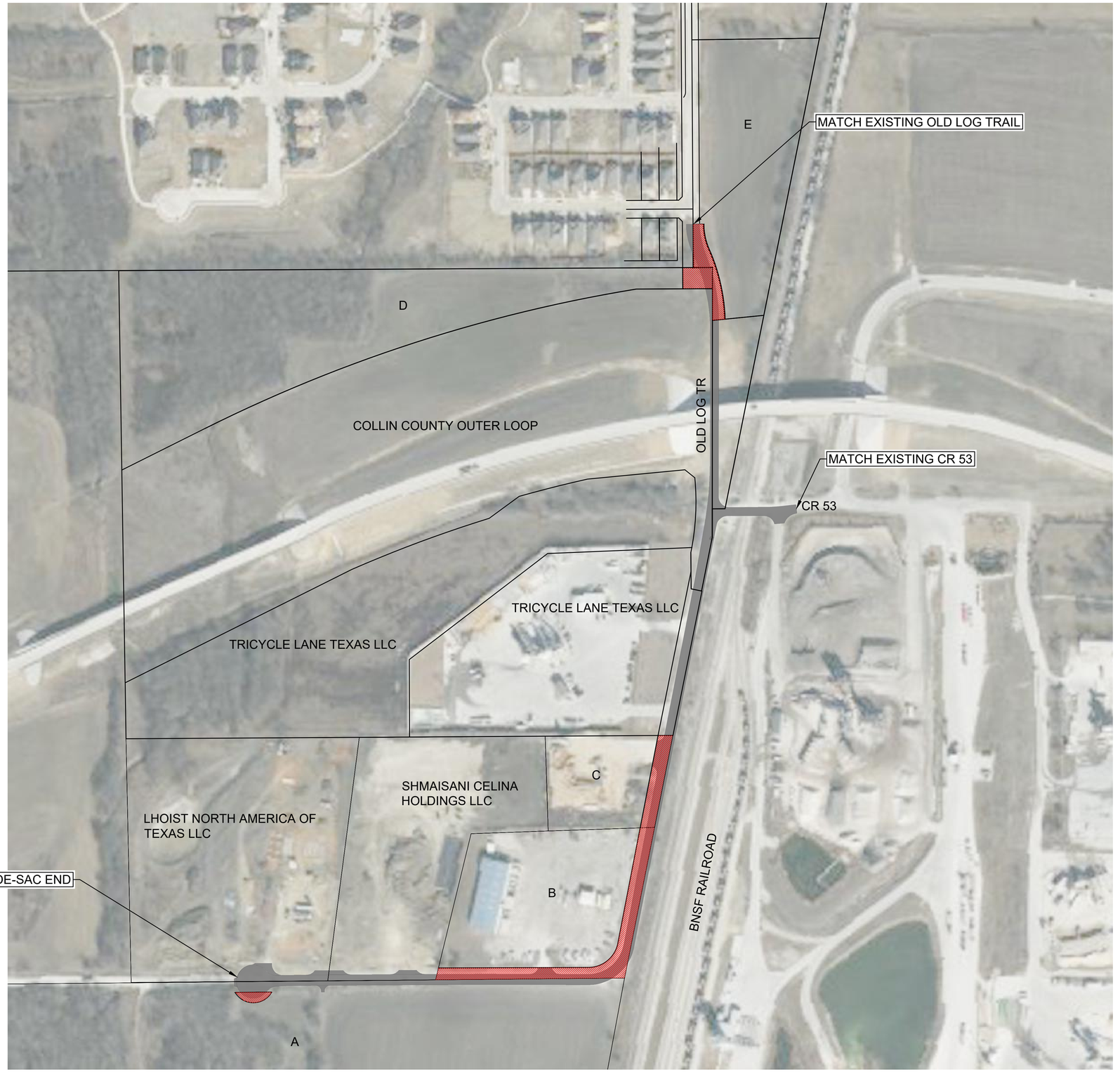


Attachment: Resolution_ROW Acquisition for CR 53 & Old Log Trail (CR 53 and Old LogTrail Right-of-Way (ROW) Acquisition Resolution)



RIGHT-OF-WAY DEDICATION		
PARCEL	OWNERSHIP	SQUARE FEET
A	HASLET ALLIANCE PARTNERS LP	2,211
B	BUDDEN INVESTMENTS LLC	33,388 (APPROXIMATE)
C	5 GUYS LAND HOLDING COMPANY LLC	10,711 (APPROXIMATE)
D	DREWRY INVESTMENTS LLC	5,013
E	CELINA OLT INVESTMENTS LLC	9,120

RIGHT-OF-WAY DEDICATION



MARK	REVISION	DATE

I:\KSA-NET\GATEWAY\PROJECTS\CELN005\008 CAD\10 EXHIBITS\CR 53 AND OLD LOG TRAIL IMPROVEMENTS EXHIBIT 2-16-2023.DWG | LAYOUT:1 | 2/20/2023 - 4:44 PM

OVERALL ROADWAY RIGHT-OF-WAY DEDICATION EXHIBIT

SHEET NAME:

CR 53 AND OLD LOG TRAIL IMPROVEMENTS

PROJECT NAME:

DRAWN BY:	RY
DESIGNED BY:	AC
LATEST REVISION:	10/10/2022
KSA JOB NO.:	CELN.005

KSA
8846 Synergy Dr., McKinney, Texas 75070
T. 972-542-2995 F. 972-542-6750
www.ksaeng.com

This document is released for the purpose of interim review under the authority of Abiel Carrillo, P.E., Lic. # 134142, on November 23, 2022. It is not to be used for construction, bidding, or permit purposes.

SEAL:
TBPE Firm Registration No. F-1356

SHEET NO.

EXHIBIT

Attachment: CR 53 OVERALL RIGHT-OF-WAY DEDICATION EXHIBIT (CR 53 and Old LogTrail Right-of-Way (ROW) Acquisition Resolution)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	Cross Creek Meadows - PID Petition Resolution

Action Requested:
Consider and act upon a Resolution of the City of Celina, Texas, accepting a petition seeking the creation of the Cross Creek Meadows Public Improvement District within the corporate boundaries of the City and calling for a public hearing for the City Council's April 11, 2023 meeting. (Cross Creek Meadows – PID Petition Resolution) (Pollard)

Background Information:
Please refer to the attached Resolution for further information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Location Map
- Draft Resolution

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876
Life Connected.

E SUNSET BLVD
S COIT RD
OLD GLENDENNING RD
E SUNSET BLVD
ROSELAND PKWY
E OUTER LOOP
CHOATE PKWY
S COIT RD

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Cross Creek Meadows
Location Map
City of Celina

2/3/2023

N
W E
S

0 500 1,000
Feet

Attachment: Location Map (Cross Creek Meadows – PID Petition Resolution)

CITY OF CELINA, TEXAS
RESOLUTION NO. _____-_____

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING A PETITION CONCERNING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT; FINDING THE PETITION TO BE COMPLIANT WITH APPLICABLE LAWS; APPROVING AND AUTHORIZING THE MAILING AND PUBLICATION OF NOTICE OF PUBLIC HEARING REGARDING THE POSSIBLE CREATION OF A PUBLIC IMPROVEMENT DISTRICT; AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Council of the City (the "City Council") of Celina, Texas (the "City") has received a petition, dated February 13, 2023 (the " Petition"), which Petition is attached hereto as **Exhibit A** and which Petition the City Council hereby finds and determines to be validly submitted, in proper form, and compliant with applicable laws of the State of Texas (the "State") concerning the creation of a public improvement district (the "PID") with boundaries as described in the Petition, to support a development project within the corporate boundaries of the City, as required and in compliance with Subchapter A of Chapter 372, as amended, Texas Local Government Code (the "Act"); and

WHEREAS, the Petition indicated: (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 PID executed the Petition; and

WHEREAS, pursuant to the Act, prior to the action of the City Council concerning the creation of the PID, the City Council is required to conduct a public hearing concerning any such creation and provide notice of such public hearing as follows: (i) publish notice thereof in a newspaper of general circulation in the City, which notice shall contain, at a minimum, the requisite information specified in the Act, and (ii) mail written notice thereof which shall contain, at a minimum, the requisite information specified in the Act to the current addresses of the owners, as reflected on tax rolls, of property subject to assessment under the proposed PID; and

WHEREAS, the City Council hereby finds and determines that, based on its receipt of the Petition, the City should proceed with the conducting of a public hearing concerning the creation of the PID and the giving of notice of such public hearing in the time, form, and manner provided by law, including the Act; and

WHEREAS, the City Council hereby finds and determines that these actions are in the best interests of the residents of the City; now, therefore

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

SECTION 1: City staff and its advisors have reviewed the Petition and has determined the Petition complies with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary and is available for public inspection.

SECTION 2: The City Council calls a public hearing to be scheduled at 5:00 p.m., on April 11, 2023, to be held at 112 N. Colorado Street, Celina, Texas 75009 on the advisability of

Attachment: Draft Resolution (Cross Creek Meadows – PID Petition Resolution)

establishing the PID, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the PID, the method of assessment, and the apportionment, if any, of the costs. All residents and property owners within the proposed PID, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the PID.

SECTION 3: The City Secretary is hereby authorized and directed to cause notice to be published and mailed of the City Council's intention to conduct a public hearing concerning the creation of the PID. The notice of the public hearing regarding the PID creation is hereby approved and authorized to be published and mailed and shall read substantially in the form and content of **Exhibit B** attached hereto, which notice is incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 4: The City Secretary shall cause the aforesaid notice, attached hereto as **Exhibit B**, to be published in a newspaper of general circulation in the City before the fifteenth (15th) day before the scheduled date of the public hearing. The City Secretary is hereby authorized and directed to mail notices of the hearing regarding the creation of the PID substantially in the form attached hereto as **Exhibit B** to the current addresses of the owners, as reflected on the tax rolls, of property subject to assessment under the proposed PID and to address such notices to the "Property Owner" before the fifteenth (15th) day before the scheduled date of the public hearing, as required and as provided by the provisions of Section 372.009(d) of the Act.

SECTION 5: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 6: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 7: This Resolution shall be construed and enforced in accordance with the laws of the State and the United States of America.

SECTION 8: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and this City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 9: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 10: This Resolution shall be in force and effect from and after its final passage and it is so resolved.

ADOPTED, PASSED, AND APPROVED on this the 14th day of March, 2023.

CITY OF CELINA, TEXAS

_ _____
Mayor

ATTEST:

_____
City Secretary

(CITY SEAL)

Attachment: Draft Resolution (Cross Creek Meadows – PID Petition Resolution)

EXHIBIT A

PETITION
(see attached Petition)

Attachment: Draft Resolution (Cross Creek Meadows – PID Petition Resolution)

PETITION FOR CREATION OF THE CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF CELINA, TEXAS

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

COMES NOW VPTM CROSS CREEK LB LLC, a Delaware limited liability company and BTR AT CROSS CREEK MEADOWS, LLC, a Delaware limited liability company (collectively, "Petitioners"), the owner of certain taxable real property, and pursuant to Chapter 372 of the Texas Local Government Code, as amended (the "Act"), hereby petitions the City of Celina, Texas ("City") to establish the Cross Creek Meadows Public Improvement District to include property owned by the Petitioners and located within the City (the "District"). In support of same, Petitioners would respectfully show the following:

I.

The boundaries of the proposed District are set forth in Exhibit A attached hereto and incorporated by reference herein.

II.

The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District and which shall promote the interests of the City and confer a special benefit upon the Property, may include: (i) street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) drainage improvements and facilities; (iii) parks, trails and recreational facilities improvements; (iv) projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (v) acquisition of real property, interests in real property, or contract rights in connection with each Authorized Improvement; (vi) payment of costs, including, without limitation, design, engineering, permitting, legal, required payment, performance and maintenance bonds, bidding, support, construction, construction management, administrative and inspection costs, associated with developing and financing the public improvements listed in (i) through (v) above; (vii) payment of costs associated with operating and maintaining the public improvements listed in (i) through (v) above; (viii) payment of costs of establishing, administering, and operating the District, as well as the interest, costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in (i) through (viii) above (collectively, the "Authorized Improvements").

III.

The estimated total cost of the proposed Authorized Improvements is $40,000,000.

IV.

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. Each assessment

Attachment: Draft Resolution (Cross Creek Meadows – PID Petition Resolution)

may be paid in part or in full at any time (including interest), and certain assessments may 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 Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest).

V.

The City will not be obligated to provide any funding to finance the Authorized Improvements, other than from assessments levied in the District. No City property in the District shall be assessed. The Petitioners may fund certain improvements from other funds available to the Petitioners.

VI.

The management of the District will be by the City, with the assistance of one or more consultants, who shall, from time to time, advise the City regarding certain operations of the District.

VII.

The persons or entities (through authorized representatives) signing this Petition concur with the establishment of the District and have the corporate authority to execute and deliver the Petition.

VIII.

The Petitioners propose the District be established and managed without the creation of an advisory board. However, if an advisory board is created, the Petitioners request a representative of the Petitioners be appointed to the advisory board.

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 is 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 Celina, Texas, in support of the creation of the District by the City Council of the City as herein provided.

Attachment: Draft Resolution (Cross Creek Meadows – PID Petition Resolution)

EXECUTED on this February 13, 2023.

PETITIONERS:

BTR AT CROSS CREEK MEADOWS, LLC, a Delaware limited liability company

By: TMVP BTR T1L1, LLC, a Delaware limited liability company

By: TMVP BTR Venture, LLC, a Delaware limited liability company

By: TM BTR Venture, LLC, a Delaware limited liability company

By: _____

Name: Tyler Kaufhagen

Title: Authorized Agent

VPTM CROSS CREEK LB LLC, a Delaware limited liability company

By: VP Caravan NoteCo LLC, its sole Member

By: Varde Partner, Partners, Inc., its Manager

By: _____

Name: Andrew Lenk

Title: Principal

Attachment: Draft Resolution (Cross Creek Meadows – PID Petition Resolution)

EXHIBIT A

Legal Description

LEGAL DESCRIPTION

Being a 245.241 acre tract or parcel of land situated in Charles P. Rice Survey, Abstract No. 771 and the Levin Routh Survey, Abstract No. 779, Collin County, Texas, being all of a called 37.695 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), all of a called 24.976 acre tract of land, conveyed to BTR at Cross Creek Meadows LLC, recorded in Instrument No. 2022000068013, O.P.R.C.C.T., a part of a called 62.140 acre tract of land, described as Tract 2, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894830, O.P.R.C.C.T., a part of a called 111.844 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20210916001894820, O.P.R.C.C.T., a part of a called 8.37 acre tract of land, conveyed to VPTM Cross Creek LB LLC, recorded in Instrument No. 20211117002353340, O.P.R.C.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/4-inch iron rod found at the Northwest corner of said 37.695 acre tract of land, at the common Northeast corner of a called 41.549 acre tract of land, conveyed to Celina Independent School District, recorded in Instrument No. 2022000112652, O.P.R.C.C.T., and in the common South line of a called 6.09 acre tract of land, conveyed to Trivedi Properties, LLC, recorded in Instrument No. 20170313000320580, O.P.R.C.C.T.;

THENCE South 89° 48' 38" East, a distance of 517.04 feet to a 1/2-inch iron rod found for angle point in the North line of said 37.695 acre tract, at the Southeast corner of Lot 3, Owens Development (An Addition in Collin County, Texas), recorded in Instrument No. 2006-115, Plat Records of Collin County, Texas (P.R.C.C.T.), and the common Southwest corner of a called 5.006 acre tract of land, conveyed to Harris M. & Gwen Samel, recorded in Volume 94, Page 0040885, O.P.R.C.C.T.;

THENCE South 89° 58' 46" East, passing a 3/4-inch iron rod found at the Southeast corner of Lot 6, Block A, D.R. Hunn Addition (An Addition in Collin County, Texas), recorded in Cabinet A, Page 155, P.R.C.C.T., a distance of 26.94 feet, continuing for a total distance of 1151.28 feet;

THENCE South 00° 19' 11" East, a distance of 270.54 feet to a mag nail found in the Southwest corner of a called 539.914 acre tract of land, conveyed to The Parks at Wilson Creek, LP, recorded in Instrument No. 20130830001229380, O.P.R.C.C.T., and the common Northwest corner of said 62.140 acre tract;

THENCE South 89° 54' 49" East, a distance of 60.00 feet to found Mag Nail;

THENCE North 89° 24' 36" East, with the North line of said 62.140 acre tract of land and the westerly line of said 539.914 acre tract of land, a distance of 517.05 feet to a mag nail found for angle point in the North line of said 62.140 acre tract of land, and being the West corner of that certain called 0.690 of an acre tract of land described in Exhibit 'B' by deed to W. R. Sandford, Jr., Trustee, recorded in Volume 840, Page 685, Deed Records, Collin County, Texas;

THENCE with the North line of said 62.140 acre tract of land and the South line of said 0.690 of an acre tract of land, the following Three (3) courses and distances:

Attachment: Draft Resolution (Cross Creek Meadows – PID Petition Resolution)

1. South 89° 32' 47" East, a distance of 1,161.89 feet to a mag nail with washer stamped "Landpoint" set for angle point;
2. South 57° 30' 33" East, a distance of 120.22 feet to a mag nail with washer stamped "Landpoint" set for angle point;
3. South 21° 55' 03" East, a distance of 307.82 feet to a mag nail with washer stamped "Peiser & Mankin" found in the easterly line of said 62.140 acre tract of land, and being the South corner of said 0.690 of an acre tract of land, and being in the westerly line of said 539.914 acre tract of land, from which a 1/2-inch iron rod with plastic cap stamped "Peiser & Mankin" found bears North 06°56'20"W, a distance of 321.23 feet;

THENCE with the easterly line of said 62.140 acre tract of land the westerly line of said 539.914 acre tract of land, the following Four (4) courses and distances:

1. South 06° 56' 20" East, a distance of 259.12 feet to a 1/2-inch iron rod with plastic cap stamped "Peiser & Mankin" found for angle point;
2. South 89° 54' 49" East, a distance of 106.67 feet to a 1/2-inch iron rod with plastic cap (illegible) found for angle point;
3. South 08° 33' 37" West, a distance of 22.71 feet to a mag nail with washer stamped "Peiser & Mankin" found for angle point;
4. South 07° 30' 31" West, a distance of 643.94 feet to a capped iron rod set for the Southeast corner of said 62.140 acre tract of land;

THENCE with the southerly line of said 62.140 acre tract of land and the North line of a remainder tract of land conveyed to Bennie G. Cox, recorded in Document No. 98-0023884, Official Public Records, Collin County, Texas, the following Two (2) courses and distances:

1. South 69° 28' 40" West, a distance of 294.43 feet to a point for corner from which a 1/2-inch rod found bears North 00° 03' 23" East, a distance of 1.47 feet;
2. North 89° 55' 09" West, a distance of 86.35 feet to a 1/2-inch rod found at the Northeast corner of said 111.844 acre tract of land and the Northwest corner of said remainder tract of land;

THENCE South 00° 17' 13" East, with the East line of said 111.844 acre tract of land and the West line of said remainder tract of land, a distance of 722.50 feet to a 1/2-inch rod found for an interior ell corner of said 111.844 acre tract of land and the Southwest corner of said remainder tract of land;

THENCE South 88° 21' 21" East, with the South line of said remainder tract of land, a distance of 82.77 feet to a point for corner, being in the westerly line of said 539.914 acre tract of land, from which a 1/2-inch rod found bears South 88° 21' 21" East, a distance of 15.83 feet;

THENCE with the easterly line of said 111.844 acre tract of land and the westerly line of said 539.914 acre tract of land, the following Three (3) courses and distances:

1. South 00° 30' 04" West, a distance of 96.46 feet to a 1/2-inch rod with plastic cap (illegible) found for angle point;
2. South 54° 14' 21" West, a distance of 296.98 feet to a 1/2-inch rod found for angle point;

3. South 00° 38' 08" East, a distance of 1641.53 feet to a capped iron rod found for corner in a South line of said 111.844 acre tract, same being the North line of a called 18.68 acre tract of land

Attachment: Draft Resolution (Cross Creek Meadows – PID Petition Resolution)

described in the deed to Belknap FP, LTD, as recorded in Vol. 4288, Page 162, Official Public Records, Collin County, Texas.

THENCE North 89° 47' 43" West, with the South line of said 111.844-acre tract, and the North line of said 18.68 acre tract a distance of 276.63 feet to a capped iron rod set for the northwest corner of said 18.68 acre tract, same being the northeast corner of said 8.37 acre tract, and in the center of a creek;
THENCE with the East line of said 8.37 acre tract and the West line of said 18.68 acre tract, and in said creek, the following Thirteen (13) courses:

1. South 06° 02' 26" West, a distance of 53.86 feet to a capped iron rod found for corner;
2. South 19° 07' 11" West, a distance of 64.03 feet to a capped iron rod found for corner;
3. South 33° 39' 52" East, a distance of 58.70 feet to a capped iron rod found for corner;
4. South 48° 50' 02" West, a distance of 49.50 feet to a capped iron rod found for corner;
5. South 61° 18' 45" East, a distance of 140.62 feet to a capped iron rod found for corner;
6. South 21° 47' 28" West, a distance of 37.63 feet to a capped iron rod found for corner;
7. South 41° 58' 57" West, a distance of 62.56 feet to a capped iron rod found for corner;
8. South 05° 20' 22" West, a distance of 100.51 feet to a capped iron rod found for corner;
9. South 17° 57' 34" West, a distance of 83.17 feet to a capped iron rod found for corner;
10. South 26° 30' 46" West, a distance of 72.88 feet to a capped iron rod found for corner;
11. South 06° 00' 09" West, a distance of 44.42 feet to a capped iron rod found for corner;
12. South 40°01'05" West, a distance of 76.01 feet to a capped iron rod found for corner;
13. South 13° 40' 20" West, a distance of 59.01 feet to a capped iron rod found for corner, in the north line of a Collin County Outer Loop variable width right-of-way described in the deed to Collin County, as recorded in Instrument No. 20191003001242960, O.P.R.C.C.T.;

With said right-of-way and a tangent curve to the right, having a radius of 4720.50 feet, and arc length of 366.43 feet, a delta angle of 04° 26' 51" and a chord which bears, South 82° 50' 06" West, a distance of 366.33 feet to a point of tangency, in the East line of a called 28.731 acre tract of land, conveyed to Celina Stone, LLC, recorded in Instrument No. 20160916001237420, O.P.R.C.C.T.;
THENCE North 00°43'46"W, with the East line of said 28.731 acre tract of land, a distance of 796.73 feet to a capped iron rod found for the Northeast corner of said 28.731 acre tract of land;

THENCE North 89°47'43"W, with the North line of said 28.731 acre tract of land, a distance of 495.46 feet to a capped iron rod found for corner, same being the Southeast corner of a 7.00 acre remainder of said 118.904 acre tract of land, conveyed to CCD-COIT Land, LLC, recorded in Instrument No. 20210430000881680, O.P.R.C.C.T.;
THENCE with the East line of said 7.00 acre remainder tract and the West line of said 118.904 acre tract, the following Three (3) courses:

1. North 00° 49' 50" West, a distance of 170.95 feet to a capped iron rod found for corner;
2. North 19° 53' 53" West, a distance of 572.39 feet to a capped iron rod found for corner;
3. North 00° 21' 18" West, a distance of 135.00 feet to the Northeast corner of said 7.00 acre tract;

THENCE West, with the North line of said 7.00 acre tract, a distance of 268.68 feet, from which a 1/2-inch capped iron rod stamped "RPLS 4613" found at the Northeast corner of a called 25.000 acre tract of land, conveyed to Balaji Texas Properties, LLC, recorded in Instrument No. 20160610000729930, O.P.R.C.C.T., and the common Southeast corner of a called 28.006 acre tract of land, conveyed to Celina Progressive

Attachment: Draft Resolution (Cross Creek Meadows – PID Petition Resolution)

Associates LLC, recorded in Instrument No. 20191213001588210, O.P.R.C.C.T., bears South 89° 45' 52" West, a distance of 50.00 feet;

THENCE North 01° 18' 07" West, with the West line of said 111.844 acre tract and the common East line of said 28.006 acre tract, passing a Mag nail found in the West line of said 111.844 acre tract, in the right of way of County Road 87 (Variable Width right-of-way), a distance of 629.33 feet, continuing for a total distance of 1790.41 feet to a Mag nail found at the Northwest corner of said 111.844 acre tract of land, in the common South line of said 37.695 acre tract of land, in the right of way of County Road 87 (Variable Width right-of-way) and County Road 90 (Variable Width right-of-way);

THENCE South 89° 57' 13" West, with the South line of said 37.695 acre tract of land, a distance of 1208.90 feet to a 1/4-inch iron rod found in the West line of said 37.695 acre tract, and the common East line of said 41.549 acre tract;

THENCE North 00° 41' 13" West, with the East line of said 41.585 acre tract, a distance of 1646.29 feet to the **POINT OF BEGINNING** and containing 245.241 acres and 10,682,708 sq. ft. of land, more or less.

Attachment: Draft Resolution (Cross Creek Meadows – PID Petition Resolution)

EXHIBIT B

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

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the "Act"), notice is hereby given that the City Council of the City of Celina, Texas ("City"), will hold a public hearing to accept public comments and discuss the petition (the "Petition") filed by the persons identified in the Petition (collectively, the "Petitioners"), requesting that the City create a public improvement district, to be known as the Cross Creek Meadows Public Improvement District (the "District").

Time and Place of the Hearing. The public hearing will start at or after 5:00 p.m., April 11, 2023, at 112 N. Colorado Street, Celina, Texas 75009.

General Nature of the Proposed Authorized Improvements. The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the property within the District and which shall promote the interests of the City and confer a special benefit upon the property, may include: (i) street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) drainage improvements and facilities; (iii) parks, trails and recreational facilities improvements; (iv) projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (v) acquisition of real property, interests in real property, or contract rights in connection with each Authorized Improvement; (vi) payment of costs, including, without limitation, design, engineering, permitting, legal, required payment, performance and maintenance bonds, bidding, support, construction, construction management, administrative and inspection costs, associated with developing and financing the public improvements listed in (i) through (v) above; (vii) payment of costs associated with operating and maintaining the public improvements listed in (i) through (v) above; (viii) payment of costs of establishing, administering, and operating the District, as well as the interest, costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in (i) through (vii) above (collectively, the "Authorized Improvements").

Estimated Cost of the Authorized Improvements. The Petitioners estimate that the total cost of the Authorized Improvements is $40,000,000.

Proposed District Boundaries. The District is proposed to include property owned by the Petitioners consisting of approximately 245.241 acres of property generally located north of County Road 90 and near the intersection of County Road 90 and County Road 92 and within the corporate boundaries of the City, as more particularly described by a metes and bounds description available at the Celina City Hall and available for public inspection.

Proposed Method of Assessment. 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. Each assessment may be paid in part or in full at any time (including

Attachment: Draft Resolution (Cross Creek Meadows – PID Petition Resolution)

interest), and certain assessments may 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 Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and the City. The City will not be obligated to provide any funding to finance the Authorized Improvements, other than from assessments levied in the District. No City property in the District shall be assessed. The Petitioners may fund certain improvements from other funds available to the Petitioners.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.

Attachment: Draft Resolution (Cross Creek Meadows – PID Petition Resolution)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

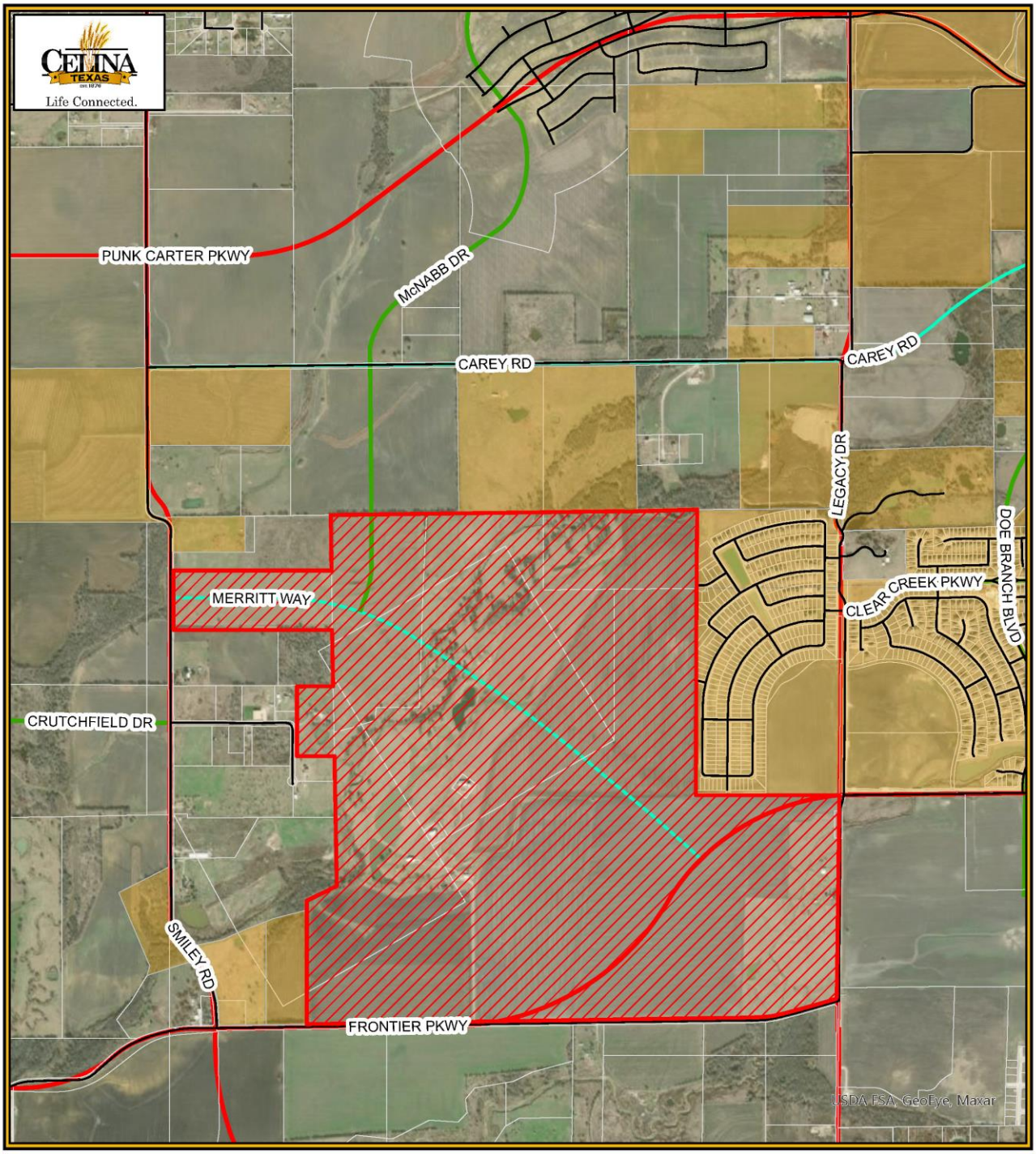
To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	Mosaic PID - Pre-SAP Resolution

Action Requested:
Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain Phase #1 Improvements to be financed within Phase #1 of the Mosaic Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Phase #1 Assessment Roll; directing the filing of the proposed assessment roll with the City Secretary; and providing for noticing and calling a public hearing on April 11, 2023, to consider an ordinance levying assessments on property located within Phase #1 of the Mosaic Public Improvement District. (Mosaic PID – Pre-SAP Resolution) (Pollard)

Background:
Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Draft Resolution

Staff Recommendation:
Staff recommends approval.



Attachment: Location Map (Mosaic PID – Pre-SAP Resolution)

CITY OF CELINA, TEXAS

RESOLUTION NO. 2023-___R

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN PHASE #1 IMPROVEMENTS TO BE FINANCED WITHIN THE MOSAIC PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING THE PROPOSED PHASE #1 ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED PHASE #1 ASSESSMENT ROLL WITH THE CITY SECRETARY OR DEPUTY CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; CALLING A PUBLIC HEARING FOR APRIL 11, 2023 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN PHASE #1 OF THE MOSAIC PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act") authorizes the City of Celina, Texas (the "City") to create a public improvement district within the corporate boundaries and/or the extraterritorial jurisdiction of the City; and

WHEREAS, on November 9, 2021, the City Council of the City (the "City Council") conducted a public hearing to consider a petition received by the City requesting the creation of a public improvement district within the extraterritorial jurisdiction of the City; and

WHEREAS, on November 9, 2021, the City Council adopted Resolution No. 2021-104R (the "Authorization Resolution"), authorizing, establishing, and creating the "Mosaic Public Improvement District" (the "District"); and

WHEREAS, the City authorized the creation of the District and the issuance of up to $130,000,000.00 in bonds for the District to finance certain public improvements authorized by the PID Act for the benefit of the property within the District (the "Authorized Improvements"); and

WHEREAS, the City Council and the City staff have been presented a "Mosaic Public Improvement District Preliminary Service and Assessment Plan", including the Proposed Phase #1 Assessment Roll (as defined herein) attached thereto (collectively, the "Preliminary SAP"), relating to certain assessments proposed to be levied against property within Phase #1 of the District that benefit from a portion of the Authorized Improvements. A copy of the Preliminary SAP is (i) attached hereto as **Exhibit A,** (ii) is incorporated herein for all purposes, (iii) identifies the area constituting "Phase #1" of the District, (iv) identifies the costs of the Authorized Improvements expected to be constructed for the benefit of Phase #1 at this time (the "Phase #1

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

Improvements"), and (v) sets forth the proposed assessment roll for Phase #1 of the District (the "Proposed Phase #1 Assessment Roll"); and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of the Phase #1 Improvements to be financed by the District at this time and the Proposed Phase #1 Assessment Roll states the assessments proposed to be levied against each benefitted parcel of land in Phase #1 of the District, as determined by the method of assessment chosen by the City and set forth in the Preliminary SAP; and

WHEREAS, the PID Act requires that the Proposed Phase #1 Assessment Roll be filed with the municipal secretary (the "City Secretary") and be subject to public inspection; and

WHEREAS, the PID Act requires that a public hearing (the "Assessment Hearing") be called to consider proposed assessments against the benefitted property within Phase #1 of the District and related to the Phase #1 Improvements and requires City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the PID Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City and in the part of the City's extraterritorial jurisdiction in which the District is located or in which the improvements are to be undertaken before the tenth (10th) day before the date of the Assessment Hearing.

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

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council does hereby accept the Preliminary SAP for the District, including the Proposed Phase #1 Assessment Roll, in a form substantially similar to the attached **Exhibit A** and which is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

SECTION 3. The City Council hereby determines that the total costs of the Phase #1 Improvements to be financed by the District are as set forth in Table IV-A of the Preliminary SAP.

SECTION 4. The City Council's final determination and approval of the costs of the Phase #1 Improvements, or any portion thereof, shall be subject to and contingent upon City Council's approval of a final, updated Service and Assessment Plan which will include a final Phase #1 Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Phase #1 Assessment Roll states the assessments and the projected annual installments proposed to be levied against each respective assessable parcel of land in Phase #1 of the District that benefits from the Phase #1 Improvements, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. The City Council hereby authorizes and directs the filing of the Proposed Phase #1 Assessment Roll with the City Secretary and directs the City Secretary to make the same available for public inspection.

SECTION 7. The City Council hereby authorizes and calls a public hearing (the Assessment Hearing, as defined above) to be held on **April 11, 2023, at or after 5:00 p.m.** in the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, at which, the City Council shall, among other actions, hear and pass on any objections to the proposed assessments, and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property located within the Phase #1 of the District that benefits from the Phase #1 Improvements and which ordinance shall specify the method of payment of the assessments.

SECTION 8. The City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on **April 11, 2023**, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Celina Record*, a newspaper of general circulation in the City and in the part of the City's extraterritorial jurisdiction in which the District is located or in which the improvements are to be undertaken, on or before **March 31, 2023**, as required by Section 372.016(b) of the PID Act.

SECTION 9. When the Proposed Phase #1 Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary, on or before **March**

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

31, 2023, to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on **April 11, 2023**, as required by Section 372.016(c) of the PID Act.

SECTION 10. City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearings as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the **April 11, 2023** meeting of the City Council.

SECTION 11. This Resolution shall become effective from and after its date of passage in accordance with law.

[*Remainder of Page Intentionally Left Blank*]

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

ADOPTED, PASSED, AND APPROVED on this the 14th day of March, 2023.

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

EXHIBIT A

PRELIMINARY SAP

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

MOSAIC
PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

March 14, 2023

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

MOSAIC
PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

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Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On November 9, 2021, the City Council of the City of Celina, Texas passed and approved Resolution No. 2021-104R approving and authorizing the creation of the Mosaic Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in such public improvement district, all of which was located within the extraterritorial jurisdiction of the City at the time the PID was created.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property is developed. Assessments will be imposed on the property that receives a special benefit from the Authorized Improvements for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. The Mosaic Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

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

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

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Roll for the portion of the PID in Phase #1 is currently included as Appendix G of this Service and Assessment Plan and additional Assessment Rolls may be added to this Service and Assessment Plan in the future. The Assessments as shown on each Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

B. DEFINITIONS

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

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

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

"Additional Interest" means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest Reserve" has the meaning set forth in Section V.G of this Service and Assessment Plan.

"Additional Major Improvements" mean the Authorized Improvements described in Section III.C that provide a special benefit to all of the property within the PID and that are constructed after the Initial Major Improvements. The Developer will be responsible for paying the Actual Costs of any Additional Major Improvements for which Assessments are not levied. Although subject to change, current plans anticipate that the Additional Major Improvements will be constructed within five years and in conjunction with the development of Phases #2 through Phase #3B.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

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

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessment Roll attached hereto as Appendix G, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest Component designated for the Additional Interest Reserve described in Section V of this Service and Assessment Plan, if applicable, and (iii) the Administrative Expenses.

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

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

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

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

"Assessment Ordinance" means each Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments against the respective Assessed Property.

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

"Assessment Roll" means, as applicable, the Phase #1 Assessment Roll, or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

"Authorized Improvements" mean those public improvements described in Section III of this Service and Assessment Plan and authorized under Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

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

"Budgeted Cost(s)" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

"Certificate for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements, substantially in the form attached as Exhibit A to the Reimbursement Agreement with such changes as may be required by the City.

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"County" means Denton County, Texas.

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

"Developer" means Tellus Texas I, LLC, a Texas limited liability company.

"Development Agreement" means that certain Mosaic Development Agreement by and between the City and James H. Merritt, III., W. Keith Thornton, Margaret M. Thornton, Susanna Parker, and Merritt/Thornton Farm Partnership, L.P., effective on June 8, 2021 and recorded in the real property records of Denton County, Texas as Instrument No. 130140 on July 20, 2021, as assigned to the

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

Developer, and related to development of the property within the PID, and as the same may be amended from time to time.

"Equivalent Units" mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

"Future Phase(s)" means Phases that are developed after Phase #1, as such areas are generally depicted and described in Appendix A.

"Future Phase Improvements" mean those Authorized Improvements associated with any Future Phase(s) that specially benefit only the property within such Future Phase.

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

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

"Initial Major Improvements" mean the Authorized Improvements described in Section III.B that benefit all Assessed Property within the PID and that are constructed concurrently with Phase #1. The Developer will be responsible for paying the Actual Costs of any Initial Major Improvements for which Assessments are not levied.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of the County.

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

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.D.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

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

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

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

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

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

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

"Phase #1 Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Mosaic Public Improvement District Phase #1 Project) that are secured primarily by Phase #1 Assessment Revenues. The term Phase #1 Bonds may also include any additional bonds issued in the future to construct or acquire the Phase #1 Improvements currently being constructed pursuant to the Reimbursement Agreement and which, if issued, will also be secured by the Phase #1 Assessment Revenues.

"Phase #1 Improvements" mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.D.

"Phase #1 Maximum Assessment Per Unit" means for Phase #1, an Assessment per unit related to the Phase #1 Improvements for each applicable Lot Type as follows:

Lot Type 1 (70 Ft)	$69,172.22
Lot Type 2 (60 Ft)	$58,076.92
Lot Type 3 (50 Ft)	$54,869.69
Lot Type 4 (40 Ft)	$40,567.16
Lot Type 5 (Townhomes)	$32,419.06

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

"Phase #1 Projects" mean, collectively, the: (i) pro rata portion of the Initial Major Improvements allocable to Phase #1, (ii) pro rata portion of the Additional Major Improvements allocable to Phase #1, and (iii) Phase #1 Improvements.

"Phase #1 Reimbursement Agreement Obligation" means the reimbursement obligation related to the Actual Costs of the Phase #1 Improvements to be paid from Phase #1 Assessment Revenue not used to pay debt service on the Phase #1 Bonds under the terms of the Reimbursement Agreement.

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

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

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

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

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

"Reimbursement Agreement" means that certain "PID Reimbursement Agreement Mosaic Public Improvement District", effective as of April 11, 2023, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Authorized Improvements and the City agrees to reimburse the Developer with interest as permitted by the PID Act solely from Assessment Revenues and/or the net proceeds of Bonds for a portion of such Actual Costs funded by the Developer for Authorized Improvements constructed and accepted by the City for the benefit of Assessed Property.

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

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

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the extraterritorial jurisdiction of the City and contains approximately 684.752 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 1,470 single family residential units, 210 townhomes, 336 multi-family units, and 56,000 gross square feet of commercial, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development

Proposed Development	Quantity	Measurement
Residential:		
Single-Family - 70 Ft	161	Units
Single-Family - 60 Ft	488	Units
Single-Family - 50 Ft	465	Units
Single-Family - 40 Ft	356	Units
Townhomes	210	Units
Multi-Family	336	Units
Subtotal - Residential	**2,016**	**Units**
Non-Residential:		
Commercial[(1)]	56	1,000 GSF
Subtotal – Non-Residential	**56**	**1,000 GSF**

[1]Developer is not the landowner of property within the portion of the Future Phase on which multi-family units and commercial development are anticipated to be built. Estimated number of multi-family units and commercial square footage has been provided by landowner of such portion of the Future Phase and is subject to change.

B. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 129.468 acres and is projected to consist of 367 single family residential units and 68 townhomes. A map of the property within Phase #1 is shown in Appendix A.

The property within Phase #1 is proposed to be developed as shown on Table II-B:

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

Table II-B
Proposed Development – Phase #1

Proposed Development	Quantity	Measurement
Single-Family - 70 Ft	62	Units
Single-Family - 60 Ft	109	Units
Single-Family - 50 Ft	110	Units
Single-Family - 40 Ft	86	Units
Townhomes	68	Units
Total	**435**	**Units**

C. PROPERTY INCLUDED IN THE FUTURE PHASES

The Future Phases consist of approximately 555.284 acres, which includes approximately 12.778 acres for a future school site. The Future Phases are projected to consist of approximately 1,103 single family residential units, 142 townhomes, 336 multi-family units, and 56,000 gross square feet of commercial. A map of the property within the Future Phases is shown in Appendix A.

The property within the Future Phases is proposed to be developed as follows:

Table II-C
Proposed Development – Future Phases

Proposed Development	Quantity	Measurement
Residential:		
Single-Family - 70 Ft	99	Units
Single-Family - 60 Ft	379	Units
Single-Family - 50 Ft	355	Units
Single-Family - 40 Ft	270	Units
Townhomes	142	Units
Multi-Family(1)	336	Units
Subtotal - Residential	**1,581**	**Units**
Non-Residential:		
Commercial(1)	56	1,000 GSF
Subtotal – Non-Residential	**56**	**1,000 GSF**

[1]Developer is not the landowner of property within portion of the Future Phase on which multi-family units and commercial development are anticipated to be built. Estimated number of multi-family units and commercial square footage has been provided by landowner of such portion of the Future Phase and is subject to change.

As Future Phases are developed, additional Assessments may be levied and Phased PID Bonds may be issued and/or obligations may be created under the Reimbursement Agreement for each new Phase. In connection with the levy of Assessments against property within a Future Phase and/or issuance of each new Phased PID Bond, this Service and Assessment Plan will be updated to add additional details of each new Phase(s) as shown for Phase #1 in Section II.B. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phase(s) are shown for illustrative purposes only and are subject to adjustment. The current Parcels within Phase #1 in the

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PID are shown on the Phase #1 Assessment Roll included as Appendix G and additional Assessment Rolls may be added to this Service and Assessment Plan as the Future Phase(s) are developed.

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

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Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

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

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B and III.D and shown in the opinion of probable costs shown in Appendix B and on the diagrams included as Appendix D for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will

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require the approval of the City and an update to this Service and Assessment Plan. Tables included in this Section may be rounded to the nearest whole dollar.

B. Descriptions and Costs of Initial Major Improvements

The Initial Major Improvements benefit the entire PID. The costs of the Initial Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Phase #1 and the Future Phases will be proportionally allocated the costs of the Initial Major Improvements, as shown on Table III-A.

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

A description of the Initial Major Improvements are as follows:

Roadway Improvements

The roadway portion of the Initial Major Improvements includes clearing, grubbing, excavation of streets and right-of-way, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, trails, retaining walls, median landscaping, signage and traffic control devices, and the acquisition of related right-of-way for such roadway improvements, for the benefit of the Assessed Property. The roadway improvements include an allocable share of perimeter road improvements. All roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water distribution system portion of the Initial Major Improvements includes water mains of various diameters that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances, including trench safety, for the benefit of the Assessed Property. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage collection system portion of the Initial Major Improvements includes pre-development erosion control, silt fences, rock check dams, drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention basins, detention structures and trench safety for the benefit of the Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

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Landscaping and Hardscaping Improvements

The landscaping and hardscaping portion of the of the Initial Major Improvements includes landscaping along streets, irrigation, and other street landscaping improvements, along with trails, parks, open space improvements, entry features, and other public amenities. The landscaping and hardscaping improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City or by the homeowners' association.

Other Soft and Miscellaneous Improvements

Soft and miscellaneous costs consisting of costs related to designing, constructing, and installing the Initial Major Improvements including land planning and design, city fees, legal fees, engineering, soil testing, survey, construction management, and contingency, costs associated with financing the Initial Major Improvements, and a portion of the costs incurred in the establishment, administration and operation of the District.

Table III-A
Budgeted Costs - Initial Major Improvements

Authorized Improvements	Total Initial Major Improvement Costs	Phase #1 Allocated Amount	Future Phase Allocated Amount
Roadway improvements	$891,594	$217,626	$673,969
Water improvements	$1,427,248	$348,371	$1,078,877
Sanitary sewer improvements	$3,127,932	$763,484	$2,364,448
Storm drainage improvements	$779,169	$190,184	$588,985
Other soft and miscellaneous costs	$929,248	$226,816	$702,432
Total Authorized Improvements	**$7,155,191**	**$1,746,481**	**$5,408,709**

Note: Costs provided by the Developer. The figures shown in Table III-A are rounded and may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount does not change. At this time, the City is not levying Assessments for the costs of the Initial Major Improvements, including the portion of the costs of the Initial Major Improvements allocable to Phase #1.

C. Descriptions and Costs of Additional Major Improvements

The Additional Major Improvements benefit the entire PID. The costs of the Additional Major Improvements are expected to be incurred within five years and are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Phase #1 and the Future Phases will be proportionally allocated the costs of the Additional Major Improvements, as shown on Table III-B.

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

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A description of the Additional Major Improvements are as follows:

Roadway Improvements

The roadway portion of the Additional Major Improvements includes clearing, grubbing, excavation of streets and right-of-way, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, retaining walls, median landscaping, signage and traffic control devices, and the acquisition of related right-of-way for such roadway improvements, for the benefit of the Assessed Property. The roadway improvements include an allocable share of perimeter road improvements. All roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water distribution system portion of the Additional Major Improvements includes water mains of various diameters that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances, including trench safety, for the benefit of the Assessed Property. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Additional Major Improvements includes sanitary sewer mains of various diameters, manholes, lift stations, service lines, clean-outs, and other sewer main appurtenances, including trench safety, for the benefit of the Assessed Property. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage collection system portion of the Additional Major Improvements includes pre-development erosion control, silt fences, rock check dams, drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention basins, detention structures and trench safety for the benefit of the Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Landscaping and Hardscaping Improvements

The landscaping and hardscaping portion of the of the Additional Major Improvements includes landscaping along streets, irrigation, and other street landscaping improvements, along with trails, parks, open space improvements, entry features, and other public amenities. The landscaping and

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hardscaping improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City or by the homeowners' association.

Other Soft and Miscellaneous Improvements

Soft and miscellaneous costs consisting of costs related to designing, constructing, and installing the Additional Major Improvements including land planning and design, city fees, legal fees, engineering, soil testing, survey, construction management, and contingency, costs associated with financing the Additional Major Improvements, and a portion of the costs incurred in the establishment, administration and operation of the District.

Table III-B
Budgeted Costs - Additional Major Improvements

Authorized Improvements	Total Additional Major Improvement Costs	Phase #1 Allocated Amount	Future Phase Allocated Amount
Roadway improvements	$1,039,000	$253,605	$785,395
Water improvements	$163,000	$39,786	$123,214
Sanitary sewer improvements	$51,000	$12,448	$38,552
Storm drainage improvements	$355,000	$86,651	$268,349
Other soft and miscellaneous costs	$446,863	$109,073	$337,790
Total Authorized Improvements	**$2,054,863**	**$501,563**	**$1,553,300**

Note: Represents preliminary costs provided by the Developer. The figures shown in Table III-B represent the Budgeted Costs of the Additional Major Improvements anticipated to be constructed within the next five years, are rounded, may be revised on a rolling five-year basis in Annual Service Plan Updates and may be reallocated between line items. At this time, the City is not levying Assessments for the costs of the Additional Major Improvements, including the portion of the costs of the Additional Major Improvements allocable to Phase #1.

D. Descriptions and Costs of Phase #1 Improvements

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

Roadway Improvements

The roadway portion of the Phase #1 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, retaining walls, median landscaping, signage and traffic control devices, including an allocable share of perimeter road improvements, for the benefit of the Phase #1 Assessed Property. All roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

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Water Improvements

The water distribution system portion of the Phase #1 Improvements include PVC waterlines, various gate valves and boxes, fire hydrants, and tapping sleeves, service lines and other water line appurtenances for the benefit of the Phase #1 Assessed Property. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Phase #1 Improvements includes PVC pipes, manholes, service lines, clean-outs, concrete encasements, and other sewer line appurtenances and trench safety for the benefit of the Phase #1 Assessed Property. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage collection system portion of the Phase #1 Improvements includes pre and post development erosion control, silt fences, rock check dams, drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention and detention structures and trench safety for the benefit of the Phase #1 Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Landscaping and Hardscaping Improvements

The landscaping and hardscaping portion of the of the Phase #1 Improvements includes landscaping along streets, irrigation, and other street landscaping improvements, along with trails, parks, open space improvements, entry features, and other public amenities. The landscaping and hardscaping improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City or by the homeowners' association.

Other Soft and Miscellaneous Improvements

Soft and miscellaneous costs consisting of costs related to designing, constructing, and installing the Phase #1 Improvements including land planning and design, city fees, legal fees, engineering, soil testing, survey, construction management, and contingency, costs associated with financing the Phase #1 Improvements, and a portion of the costs incurred in the establishment, administration and operation of the District.

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Table III-C

Budgeted Costs - Phase #1 Projects

Authorized Improvements	Phase #1's Proportional Share of Initial Major Improvements[1]	Phase #1's Proportional Share of Additional Major Improvements[2]	Phase #1 Improvements	Total Phase # Projects[3]
Roadway improvements	$217,626	$253,605	$7,934,786	$8,406,0
Water improvements	$348,371	$39,786	$2,501,791	$2,889,9
Sanitary sewer improvements	$763,484	$12,448	$2,265,405	$3,041,3
Storm drainage improvements	$190,184	$86,651	$4,908,145	$5,184,9
Other soft and miscellaneous costs	$226,816	$109,073	$3,905,516	$4,241,4
Total Authorized Improvements	**$1,746,481**	**$501,563**	**$21,515,642**	**$23,763,6**

[1] See Table III-A. Allocation of Initial Major Improvements are based on the methodologies described in V.C and shown in Table V.A.
[2] See Table III-B. Allocation of Additional Major Improvements are based on the methodologies described in V.C and shown in Table V.A.
[3]Costs provided by Developer. The figures shown in Table III-C may be revised in Annual Service Plan Updates and may be realloca between line items so long as the total Authorized Improvements amount does not change.

E. Future Phases

As Future Phases are developed, this SAP will be amended to identify the specific Authorized Improvements that confer a special benefit to the property inside each Future Phase (e.g. a Table III-D will be added to show the costs for the Future Phase Improvements financed within the specific Future Phase being developed) and to show such Future Phase's allocable share of the Actual Costs of the Initial Major Improvements and Additional Major Improvements.

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Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. Construction of the Phase #1 Improvements and Initial Major Improvements began in January 2022, and it is anticipated that construction of the Phase #1 Improvements and Initial Major Improvements will be completed by June 2023. At some point after all or a portion of the Phase #1 Improvements and Initial Major Improvements are constructed, development in Future Phases will begin.

The Budgeted Costs for the Phase #1 Projects plus costs related to the issuance of the Phase #1 Bonds and the expenses incurred in the establishment, administration, and operation of the PID allocable to Phase #1 are $27,781,294 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

If Assessments are levied and/or Phased PID Bonds are issued for the costs of Authorized Improvements to be constructed with development of each Future Phase or if additional Phase #1 Bonds are issued for the purposes of paying any unpaid portion of the Phase #1 Reimbursement Agreement Obligation, this Service and Assessment Plan will be updated or amended (e.g. Table IV-C may be included for Phase #2, etc.).

The first series of Phase #1 Bonds are anticipated to be issued in 2023 and will be used to finance a portion of the costs of the Phase #1 Improvements. Portions of the Phase #1 Improvements will also be paid for and reimbursed pursuant to the terms of the Reimbursement Agreement. At this time, no Assessments are being levied for the Actual Costs of the Initial Major Improvements or the Additional Major Improvements; therefore, Phase #1's allocable share of the Initial Major Improvements is being funded by the Developer and it is anticipated that the Developer will fund Phase #1's allocable share of the Additional Major Improvements to be constructed. Phase #1's allocable share of the Initial Major Improvements and Additional Major Improvements will not be reimbursed from the proceeds for the Phase #1 Bonds or from Assessment Revenues generated from the Phase #1 Assessments. It is anticipated that the City may issue additional Phase #1 Bonds in the future to pay any unpaid portion of the Phase #1 Reimbursement Agreement Obligation related to the Phase #1 Improvements under the Reimbursement Agreement. Tables included in this Section may be rounded to the nearest whole dollar.

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Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

Table IV-A
Projected Sources and Uses – Phase #1 Projects

Sources of Funds	Phase #1 Bonds	Phase #1 Reimbursement Agreement Obligation	Other Funding Sources	Total
Par amount	$15,923,000	$0	$0	$15,923,000
Assessment	$0	$6,425,000	$0	$6,425,000
Other funding sources[1]	$0	$3,185,249	$2,248,044	$5,433,294
Total Sources	**$15,923,000**	**$9,610,249**	**$2,248,044**	**$27,781,294**
Uses of Funds				
Phase #1 Improvements[2]:				
Road Improvements	*$4,390,608*	*$3,544,178*	$0	*$7,934,786*
Water Improvements	$1,384,333	$1,117,458	$0	$2,501,791
Sanitary Sewer Improvements	$1,253,531	*$1,011,873*	$0	*$2,265,405*
Storm Drainage Improvements	$2,715,856	$2,192,289	$0	$4,908,145
Other Soft and Miscellaneous Costs	$2,161,065	*$1,744,451*	$0	*$3,905,516*
Subtotal	*$11,905,393*	*$9,610,249*	*$0*	*$21,515,642*
Initial Major Improvements[2]:				
Road Improvements	$0	$0	$217,626	$217,626
Water Improvements	$0	$0	$348,371	$348,371
Sanitary Sewer Improvements	$0	$0	$763,484	$763,484
Storm Drainage Improvements	$0	$0	$190,184	$190,184
Other Soft and Miscellaneous Costs	$0	$0	$226,816	$226,816
Subtotal	*$0*	*$0*	*$1,746,481*	*$1,746,481*
Additional Major Improvements[2]:				
Road Improvements	$0	$0	$253,605	$253,605
Water Improvements	$0	$0	$39,786	$39,786
Sanitary Sewer Improvements	$0	$0	$12,448	$12,448
Storm Drainage Improvements	$0	$0	$86,651	$86,651
Other Soft and Miscellaneous Costs	$0	$0	$109,073	$109,073
Subtotal	*$0*	*$0*	*$501,563*	*$501,563*
Estimated Bond Issuance Costs:				
Costs of Issuance	$955,380	$0	$0	$955,380
Capitalized interest	$1,302,037	$0	$0	$1,302,037
Reserve Fund	$1,232,500	$0	$0	$1,232,500
Administrative Expense	$50,000	$0	$0	$50,000
Underwriters Discount	$477,690	$0	$0	$477,690
Subtotal	*$4,017,607*	*$0*	*$0*	*$4,017,607*
Total Uses	**$15,923,000**	**$9,610,249**	**$2,248,044**	**$27,781,294**

[1]The other funding sources represent project costs of the Phase #1 Projects to be paid by the Developer without reimbursement from the City including all of the costs of the Initial Major Improvements and Additional Major Improvements allocable to Phase #1.

[2] See Table III-C for details.

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As Future Phases are developed, the City may levy Assessments against benefitted property within such Future Phase and/or may issue Phased PID Bonds and/or a reimbursement agreement may be executed to finance the Authorized Improvements required for each new Phase.

B. PROJECTED FIVE YEAR SERVICE PLAN

Phase #1

The annual projected costs and annual projected indebtedness for Phase #1's share of Initial Major Improvements and Additional Major Improvements is shown in Table IV-B. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-B
Annual Projected Costs and Annual Projected Indebtedness
Phase #1 Share of Initial Major Improvements and Additional Major Improvements

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phase #1 Annual Installments
2023	$1,746,481	$0	$1,746,481	$0
2024	$250,782	$0	$250,782	$0
2025	$250,782	$0	$250,782	$0
2026	$0	$0	$0	$0
2027	$0	$0	$0	$0
2028	$0	$0	$0	$0
2029	$0	$0	$0	$0
Total	**$2,248,044**	**$0**	**$2,248,044**	**$0**

[1]Annual Projected Costs shown do not include the costs of the Phase #1 Improvements shown separately in Table IV-C below. Annual Projected Indebtedness shown is solely related to Phase #1's share of Initial Major Improvements and Additional Major Improvements.

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Phase #1's share of the Initial Major Improvements and Additional Major Improvements shown in Table III-C. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

The annual projected costs and annual projected indebtedness for Phase #1 Improvements is shown in Table IV-C. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-C

Annual Projected Costs and Annual Projected Indebtedness
Phase #1 Improvements

Year	Annual Projected Cost	Annual Projected Indebtedness[2]	Other Funding Sources	Projected Phase #1 Annual Installments
2023[1]	$25,533,249	$22,348,000	$3,185,249	$0
2024	$0	$0	$0	$614,899
2025	$0	$0	$0	$1,803,250
2026	$0	$0	$0	$1,803,409
2027	$0	$0	$0	$1,803,410
2028	$0	$0	$0	$1,802,193
2029	$0	$0	$0	$1,803,752
Total	**$25,533,249**	**$22,348,000**	**$3,185,249**	**$9,630,914**

[1]Administrative Expenses in year 2023 are being funded with Bond proceeds, and interest on the Phase #1 Bonds for years 2023 and 2024 is being funded with capitalized interest. Interest on the Phase #1 Reimbursement Agreement Obligation for year 2023 will be collected together with the first annual installment due by January 31, 2024.
[2]Includes amounts to be paid from assessments related to both the Phase #1 Bonds and the Phase #1 Reimbursement Agreement Obligation.

The annual projected costs shown in Table IV-C are the annual expenditures relating to the Phase #1 Improvements shown in Table III-C, and the costs associated with setting up the PID allocable to Phase #1 and bond issuance costs including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

C. PID Assessment Notice

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan update include a copy of the "PID Assessment Notice" form required by Section 5.014 of the Texas Property Code. The PID Assessment Notice is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

V. ASSESSMENT PLAN

A. INTRODUCTION

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

The proposed development financing program entails a series of Bond financings and/or obligations under the Reimbursement Agreement that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the issuance of the first series of Phase #1 Bonds and the creation of the Phase #1 Reimbursement Agreement Obligation anticipated to be issued and/or created in 2023, subsequent obligations under the Reimbursement Agreement and/or Bond financings may be incurred or issued in the future as the subsequent Future Phases are gradually constructed.

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

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

1. The costs of the Phase #1 Improvements that only benefit Phase #1 shall be allocated to Phase #1 Assessed Property on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The Initial Major Improvements and Additional Major Improvements are proportionally allocated to Phase #1 Assessed Property and Future Phases based on estimated Equivalent Units calculated using the average home price for the Phase #1 Assessed Property and Future Phases.

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At this time the City is not levying Assessments for the costs of the Initial Major Improvements and Additional Major Improvements.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Phases will receive from the direct Authorized Improvements that will benefit each individual Phase. Therefore, Parcels will only be assessed for the special benefits conferred upon the Phase #1 Assessed Property at this time because of the Phase #1 Improvements.

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

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

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

B. SPECIAL BENEFIT

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

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in

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consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

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

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

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

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

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

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

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Allocation of Costs to Assessed Property

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

Phase #1 is projected to contain 435 residential units and the Future Phases are projected to contain 1,581 residential units and 56,000 gross square feet of commercial. As shown in Appendix F, the total projected Equivalent Units for Phase #1 is calculated as 323.08 and the total projected Equivalent Units for the Future Phases is calculated as 1,000.55. The total projected Equivalent Units in the PID is, therefore, calculated to be 1,323.62 (i.e., 323.08 + 1,000.55 = 1,323.62). As a result, 24.41 percent of the Budgeted Costs of the Initial Major Improvements and Additional Major Improvements (i.e. 323.08 ÷ 1,323.62 = 24.41%) are allocated to the Phase #1 Assessed Property and 75.59 percent of the Budgeted Costs of the Initial Major Improvements and Additional Major Improvements (i.e., 1,005.55 ÷ 1,323.62 = 75.59%) are allocated to the property located in Future Phases. The Phase #1 Bonds, Phase #1 Reimbursement Agreement Obligation, and funds from the Developer will fund the Budgeted Costs of the Phase #1 Improvements. One hundred percent (100%) of the Phase #1 Improvements are allocated to the Phase #1 Assessed Property.

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Table V-A
Allocation of Major Improvement Costs

Authorized Improvement	Initial Major Improvements	Additional Major Improvements
Roadway Improvements	$891,594	$1,039,000
Water Improvements	$1,427,248	$163,000
Sanitary Sewer Improvements	$3,127,932	$51,000
Storm Drainage Improvements	$779,169	$355,000
Other Soft and Miscellaneous Costs	$929,248	$446,863
Total Major Improvements	**$7,155,191**	**$2,054,863**
Phase #1		
Projected total number of Equivalent Units	323.08	323.08
% of total Equivalent Units	24.41%	24.41%
Proportionate Share of Costs	$1,746,481	$501,563
Future Phases		
Projected total number of Equivalent Units	1,000.55	1,000.55
% of total Equivalent Units	75.59%	75.59%
Proportionate Share of Costs	$5,408,709	$1,553,300

D. ASSESSMENT METHODOLOGY

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

1. *Assessment Methodology for the Phase #1 Improvements*

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

Based on the Budgeted Costs of the Phase #1 Improvements, as set forth in Table III-C, the City Council has determined that the benefit to Phase #1 Assessed Property of the Phase #1 Improvements is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel within Phase #1, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time

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residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

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

2. Assessment Methodology for Future Phases

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

E. ASSESSMENTS

The Assessments will be levied on each Parcel within the Phase #1 according to the Phase #1 Assessment Roll, attached hereto as Appendix G. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Phase #1 Assessment Roll, subject to any revisions made during an Annual Service Plan Update. Non-Benefitted Property will not be subject to any Assessments.

See Appendix F for Assessment per unit, leverage, and estimated tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

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

G. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for any portion of the Assessments which secure a series of Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments that secure the Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs. The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected from any portion of an Assessment which secures a reimbursement obligation under the Reimbursement Agreement and not a series of Bonds.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

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

The Annual Installments shall be collected from the Assessed Property in an amount sufficient to pay (i) principal and interest on the Phase #1 Bonds, (ii) principal and interest on the Phase #1 Reimbursement Agreement Obligation (iii) to fund the Additional Interest Reserve (with respect to the portion of the assessment securing the Phase #1 Bonds) described in Section V, and (iv) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel in the PID shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE PHASES

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

C. REALLOCATION OF ASSESSMENTS

1. Subdivision

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

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

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number

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of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

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

2. Consolidation

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

D. Mandatory Prepayment of Assessments

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

If at any time the Assessment per Unit on a Parcel within Phase #1 exceeds the applicable Phase #1 Maximum Assessment Per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Unit for the Parcel exceeds the applicable Phase #1 Maximum Assessment per Unit calculated in this Service and Assessment Plan.

The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

E. Reduction of Assessments

If after all Authorized Improvements to be funded with a series of Bonds and/or Reimbursement Agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs or Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/or related reimbursement agreement, resulting in

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excess Bond proceeds being available to redeem Bonds and/or reduce obligations under the Reimbursement Agreement, as the case may be, and such excess proceeds shall be applied to redeem Bonds and/or obligations under the Reimbursement Agreement may be reduced as provided in the Indenture or the terms of the Reimbursement Agreement, then the Assessment securing such series of Bonds and/or obligations under the Reimbursement Agreement for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or amounts due under a related reimbursement agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed and in accordance with the applicable Trust Indenture.

If all the Authorized Improvements are not undertaken, resulting in excess Bonds proceeds being available to redeem Bonds and/or a need to reduce the obligations under the Reimbursement Agreement, and such excess proceeds shall be applied to redeem Bonds and/or reduce obligations under the Reimbursement Agreement, as the case may be, as provided in the Indenture or the terms of the Reimbursement Agreement, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds and/or repay obligations under the Reimbursement Agreement, including interest on the Bonds (including Additional Interest) and/or interest due under the Reimbursement Agreement and Administrative Expenses. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or repay the obligations under the Reimbursement Agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under the Reimbursement Agreement is equal to the outstanding principal amount of the Bonds and/or Reimbursement Agreement.

F. PAYMENT OF ASSESSMENTS

1. Payment in Full

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

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

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

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

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the initial issuance of Bonds. If Assessments secure both a series of Bonds and an obligation under the Reimbursement Agreement, the lien securing the Bonds shall have a senior priority. As such, annual collections shall be applied first to amounts due on the Bonds, including Additional Interest and Administrative Expenses and second to amounts due under the Reimbursement Agreement.

Each Assessment for the Phase #1 Assessed Property shall be paid with interest related to the actual interest rate paid on the Phase #1 Bonds (plus Additional Interest) and Phase #1 Reimbursement Agreement Obligation, respectively, as shown in the Phase #1 Assessment Roll. Interest on the Phase #1 Bonds is based on an estimated interest rate of 6.25%. Interest on the Phase #1 Reimbursement Agreement Obligation shall be paid based on an estimated interest rate of 6.03% per annum for years 1 through 5 and 6.03% per annum following the fifth Annual Installment. The interest on the Phase #1 Reimbursement Agreement Obligation shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments was 4.03%. The City has determined that the PID Reimbursement Agreement shall bear interest at the estimated interest rate of 6.03% per annum for years 1 through 5 and 6.03% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 9.03% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 6.03%. Furthermore, the Annual Installments may not exceed the amounts shown on the applicable Assessment Roll. The Phase #1 Assessment Roll is shown in Appendix G.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

The Annual Installments for the Phase #1 Assessed Property shall be reduced to equal the Actual Costs of repaying the Phase #1 Bonds and the Phase #1 Reimbursement Agreement Obligation under the Reimbursement Agreement and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

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

G. Collection of Annual Installments

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

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

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Phase #1 Assessments will be due when billed and will be delinquent if not paid prior to February 1, 2024 (subject to any offsets from capitalized interest and any other available funds).

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Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

H. Surplus Funds Remaining in the Phase # 1 Bond Account

If proceeds from the Phase #1 Bonds remain after all of the Phase #1 Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the applicable Trust Indenture.

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Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

VII. THE ASSESSMENT ROLL

A. PHASE #1 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Phase #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Phase #1.

The Phase #1 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Phase #1 Improvements. Table VII-B summarizes the $27,781,294 in special benefit received by the Phase #1 Assessed Property from the Phase #1 Projects, the costs of the PID formation allocable to Phase #1, and the Phase #1 Bond issuance costs. The par amount of the Phase #1 Bonds and the amount of the Phase #1 Reimbursement Agreement Obligation due is collectively $22,348,000, which is less than the benefit received by the Phase #1 Assessed Property from the Phase #1 Improvements. Accordingly, the total Assessment to be applied to all the Phase #1 Assessed Property is $22,348,000 plus interest, Additional Interest (as applicable), and annual Administrative Expenses. The Assessment for each Phase #1 Assessed Property is calculated based on the allocation methodologies described in Section V.C. The Phase #1 Assessment Roll is attached hereto as Appendix G.

Table VII-B
Phase #1
Special Benefit Summary

Special Benefit	Total Cost
Phase #1 Projects[1]	$23,763,687
Estimated PID Formation/Bond Costs of Issuance:	
Costs of issuance	$955,380
Capitalized interest	$1,302,037
Reserve fund	$1,232,500
Administrative Expense	$50,000
Underwriter's discount	$477,690
Subtotal Estimated Bond Issuance Costs	*$4,017,607*
Total Special Benefit	**$27,781,294**
Special Benefit:	
Total Special Benefit	$27,781,294
Projected Assessment	$22,348,000
Excess Benefit	**$5,433,294**

[1]See Table III-C for details.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

B. Future Phases Assessment Rolls

As Future Phases are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Phases (e.g. an appendix will be added as the Assessment Roll for Future Phases).

C. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phase #1 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.F of this Service and Assessment Plan.

This update shall reflect the actual interest on the Bonds and/or due under a related reimbursement agreement on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

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

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

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

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

B. TERMINATION OF ASSESSMENTS

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

C. AMENDMENTS

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

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, collection costs, and other charges imposed by the Service and Assessment Plan.

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

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

E. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

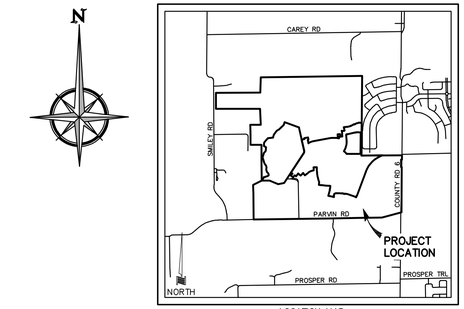
If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

APPENDIX A
PID MAP

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)



LOCATION MAP
(NOT TO SCALE)

FUTURE IMPROVEMENT AREA

OLD DAIRY FARM ROAD

SMILEY ROAD

SAVE AND EXCEPT TRACT

PHASE ONE SAVE & EXCEPT TRACT

DICKINSON BAYOU CT

ALAMOSA RIVER DR

BUFFALO BAYOU LN

PLATTE RIVER TRAIL

KEECHI CREEK DRIVE

LEGACY ROAD (COUNTRY ROAD 6)

FRONTIER PARKWAY (COUNTY ROAD 5)

PHASE ONE

FUTURE IMPROVEMENT AREA

EXISTING PARVIN ROAD

LEGACY ROAD (COUNTRY ROAD 6)

P.I.D. EXHIBIT

MOSAIC

CITY OF CELINA

DENTON COUNTY, TEXAS

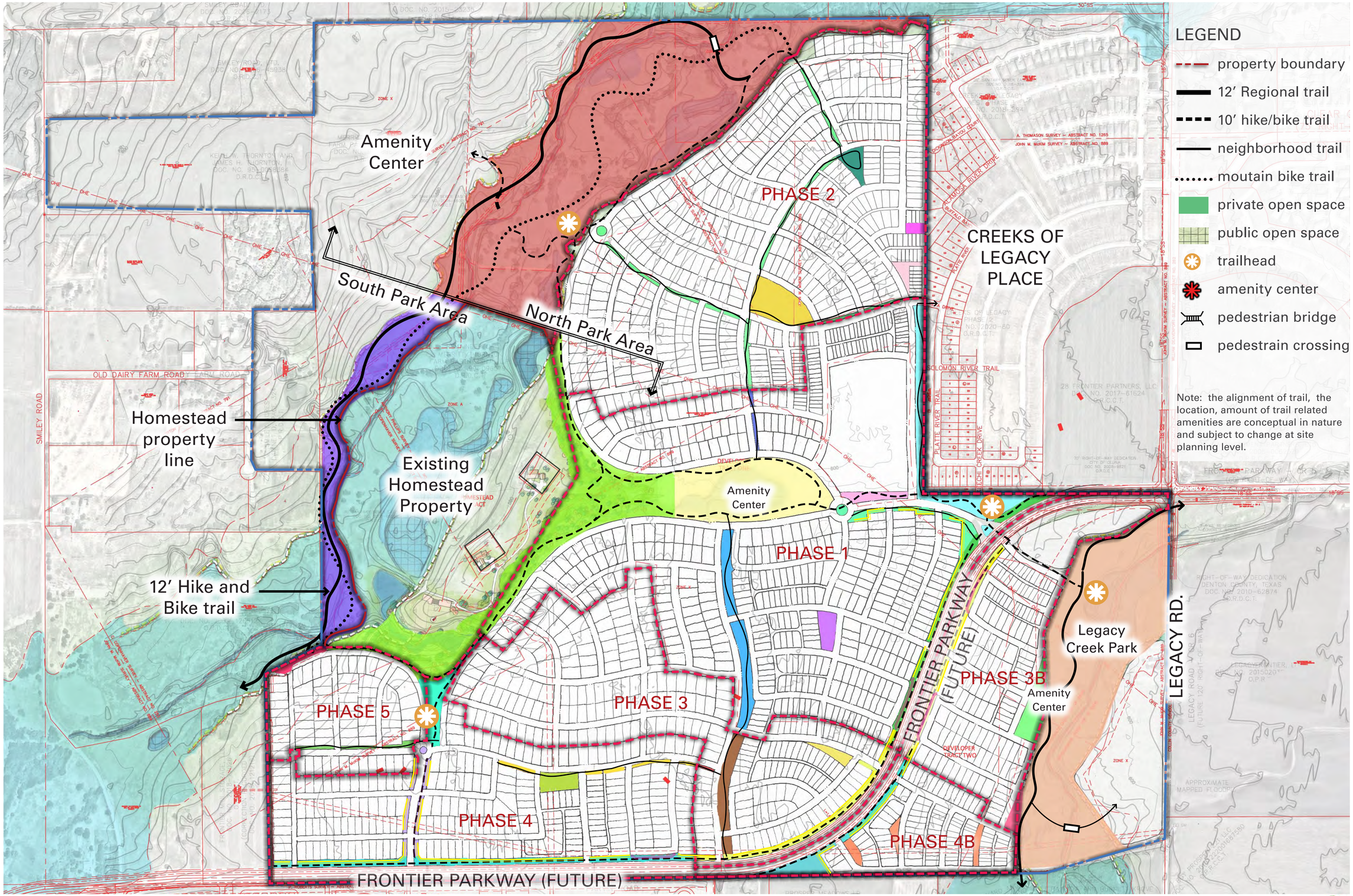
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB	SHEET
DAA	DAA	DAA	2022-03-25	N.T.S.	04051T	1 / 1

PLATE

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

S:\PROJECTS C3D\04051\Dwg\04051EXBT01-PID BOUNDARIES.dwg, PID EXHIBIT-OVERALL, 3/25/2022 12:13:56 PM, dant



TBG

Mosaic

Conceptual Open Space Plan

(Augest, 2021 Draft, subject to change without notice)

0 150' 300' 600'

TELLUS GROUP

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

APPENDIX B
BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

MOSAIC

City of Celina, Denton County, Texas
Plat/Land Plan 7/15/2022

Total Lots: 1,680 *Total Acres:* 433.2
Prepared: 01/13/23 *Revised:*

Opinion of Probable Cost Summary

CATEGORY	PHASE 1	PHASE 2	PHASE 3	PHASE 3B	PHASE 4	PHASE 4B	PHASE 5	PHASE 6 (NW TRACT)	PHASE 7 (COMM. & MF)	TOTAL
Direct Public Improvements										
1 Clearing/Excavation	$ 282,697	$ 976,695	$ 476,970	$ 135,983	$ 244,101	$ 84,649	$ 86,167	$ 539,140	$ -	$ 2,826,403
2 Water	$ 2,501,791	$ 2,167,604	$ 1,446,399	$ 817,384	$ 1,379,540	$ 544,292	$ 556,985	$ 2,219,013	$ -	$ 11,633,008
3 Sewer	$ 2,265,405	$ 2,500,956	$ 1,190,590	$ 863,332	$ 1,144,088	$ 445,333	$ 403,330	$ 2,077,358	$ -	$ 10,890,392
4 Storm Drainage	$ 4,902,675	$ 2,430,998	$ 2,249,357	$ 1,750,830	$ 2,032,480	$ 562,321	$ 507,830	$ 3,402,887	$ -	$ 17,839,378
5 Roadways	$ 7,652,089	$ 5,593,765	$ 2,627,280	$ 1,794,378	$ 2,608,523	$ 1,206,791	$ 1,058,134	$ 5,313,226	$ -	$ 27,854,186
6 Retaining Walls	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7 Erosion Control/SWPPP	$ 5,470	$ 121,100	$ 72,225	$ 45,680	$ 63,477	$ 40,183	$ 36,154	$ 90,582	$ -	$ 474,871
8 Landscape/Amenities (DA/SC Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9 Landscape/Amenities (Non-DA/SC Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10 Franchise Utilities	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11 Miscellaneous	$ 1,358,583	$ 902,450	$ 482,459	$ 317,588	$ 475,439	$ 199,833	$ 349,795	$ 963,163	$ -	$ 5,049,310
Hard Cost Subtotal	**$ 18,968,710**	**$ 14,693,568**	**$ 8,545,280**	**$ 5,725,175**	**$ 7,947,648**	**$ 3,083,402**	**$ 2,998,395**	**$ 14,605,370**	**$ -**	**$ 76,567,548**
12 Engineering/Surveying	$ 1,408,810	$ 1,175,485	$ 683,622	$ 458,014	$ 635,812	$ 246,672	$ 239,872	$ 1,168,430	$ -	$ 6,016,717
13 Landscape Design (DA/SC Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
14 Landscape Design (Non-DA/SC Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
15 Inflation @ *2.5%*		$ 396,726	$ 236,491	$ 162,405	$ 231,086	$ 89,653	$ 89,361	$ 446,165	$ -	$ 1,651,888
16 Hard & Soft Contingency	$ 1,138,123	$ 1,469,357	$ 854,528	$ 572,518	$ 794,765	$ 308,340	$ 299,840	$ 1,621,997	$ -	$ 7,059,466
17 **Soft Cost Subtotal**	**$ 2,546,933**	**$ 3,041,569**	**$ 1,774,641**	**$ 1,192,937**	**$ 1,661,663**	**$ 644,665**	**$ 629,072**	**$ 3,236,591**	**$ -**	**$ 14,728,071**
TOTAL DIRECT COSTS	**$ 21,515,642**	**$ 17,735,137**	**$ 10,319,921**	**$ 6,918,112**	**$ 9,609,311**	**$ 3,728,067**	**$ 3,627,467**	**$ 17,841,962**	**$ -**	**$ 91,295,619**
Major Improvements (Benefit to All)										
1 Clearing/Excavation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2 Water	$ 1,427,248	$ 90,000	$ 45,000	$ 28,000	$ 48,000	$ 20,000	$ 15,000	$ 394,408	$ 188,240	$ 2,255,897
3 Sewer	$ 3,127,932	$ 28,000	$ 14,000	$ 9,000	$ 15,000	$ 6,000	$ 5,000	$ 755,448	$ 360,555	$ 4,320,935
4 Storm Drainage	$ 779,169	$ 100,000	$ 155,000	$ 100,000	$ 165,000	$ 67,000	$ 51,000	$ 334,047	$ 159,432	$ 1,910,648
5 Roadways	$ 891,594	$ 1,039,000	$ -	$ -	$ -	$ -	$ 6,061,215			$ 7,991,809
6 Retaining Walls	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7 Erosion Control/SWPPP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8 Landscape/Amenities (DA/SC Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9 Landscape/Amenities (Non-DA/SC Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
10 Franchise Utilities	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11 Miscellaneous	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Hard Cost Subtotal	**$ 6,225,943**	**$ 1,257,000**	**$ 214,000**	**$ 137,000**	**$ 228,000**	**$ 93,000**	**$ 6,132,215**	**$ 1,483,904**	**$ 708,227**	**$ 16,479,288**
12 Engineering/Surveying	$ 498,075	$ 100,560	$ 17,120	$ 10,960	$ 18,240	$ 7,440	$ 490,577	$ 118,712	$ 56,658	$ 1,318,343
13 Landscape Design (DA/SC Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
14 Landscape Design (Non-DA/SC Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
15 PID Formation & Issuance Costs	$ 57,616	$ 61,457	$ 30,861	$ 18,543	$ 31,258	$ 12,980	$ 9,801	$ 52,450	$ 52,450	$ 327,417
16 Inflation @ *2.5%*	$ -	$ 35,475	$ 6,713	$ 4,373	$ 7,471	$ 3,054	$ 183,029	$ 46,814	$ -	$ 286,929
16 Hard & Soft Contingency	$ 373,557	$ 125,700	$ 21,400	$ 13,700	$ 22,800	$ 9,300	$ 613,222	$ 170,188	$ 81,734	$ 1,431,600
17 **Soft Cost Subtotal**	**$ 929,248**	**$ 323,192**	**$ 76,094**	**$ 47,576**	**$ 79,769**	**$ 32,774**	**$ 1,296,629**	**$ 388,165**	**$ 190,842**	**$ 3,364,289**
TOTAL MAJOR COSTS	**$ 7,155,191**	**$ 1,580,192**	**$ 290,094**	**$ 184,576**	**$ 307,769**	**$ 125,774**	**$ 7,428,844**	**$ 1,872,068**	**$ 899,069**	**$ 19,843,577**
	$ 7,188,639									
Private Improvements										
1 Clearing/Excavation	$ 2,962,495	$ 2,147,734	$ 1,035,767	$ 591,600	$ 1,180,845	$ 574,934	$ 419,450	$ 2,100,880	$ 1,002,693	$ 12,016,398
2 Water	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3 Sewer	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4 Storm Drainage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5 Roadways	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6 Retaining Walls	$ -	$ 232,000	$ 116,500	$ 70,000	$ 118,000	$ 49,000	$ 37,000	$ 146,732	$ 70,031	$ 839,263
7 Erosion Control/SWPPP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8 Landscape/Amenities (DA/SC Req.)	$ 7,401,743	$ 1,571,977	$ 5,930,669	$ -	$ 3,057,376	$ -	$ 857,906			$ 18,819,670
9 Landscape/Amenities (Non-DA/SC Req.)	$ 8,735,082	$ 1,578,167	$ 464,608	$ -	$ 56,750	$ -	$ 14,000	$ 2,557,171	$ 1,220,468	$ 14,626,246
10 Franchise Utilities	$ 2,284,170	$ 846,700	$ 981,330	$ 241,400	$ 909,470	$ 160,090	$ 164,770	$ 1,317,155	$ 628,642	$ 7,533,727
11 Miscellaneous	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Hard Cost Subtotal	**$ 21,383,489**	**$ 6,376,578**	**$ 8,528,874**	**$ 903,000**	**$ 5,322,441**	**$ 784,024**	**$ 1,493,126**	**$ 6,121,939**	**$ 2,921,834**	**$ 53,835,304**
12 Engineering/Surveying (Non-DA/SC Req.)	$ 237,000	$ 258,115	$ 682,310	$ 72,240	$ 425,795	$ 62,722	$ 119,450	$ 285,181	$ 136,109	$ 2,278,922
13 Landscape Design (DA/SC Req.)	$ 777,183	$ 165,058	$ 622,720	$ -	$ 321,024	$ -	$ 90,080	$ 268,503	$ 128,149	$ 2,372,718
14 Landscape Design (Non-DA/SC Req.)	$ 917,184	$ 165,707	$ 48,784	$ -	$ 5,959	$ -	$ 1,470	$ 138,301	$ 66,007	$ 1,343,412
15 Inflation @ *2.5%*		$ 174,136	$ 253,244	$ 25,615	$ 163,559	$ 22,796	$ 47,026	$ 181,227	$ 185,757	$ 1,053,361
16 Contingency	$ 1,283,009	$ 637,658	$ 852,887	$ 90,300	$ 532,244	$ 78,402	$ 149,313	$ 612,194	$ 292,183	$ 4,528,191
17 **Soft Cost Subtotal**	**$ 3,214,376**	**$ 1,400,674**	**$ 2,459,945**	**$ 188,155**	**$ 1,448,581**	**$ 163,921**	**$ 407,339**	**$ 1,485,406**	**$ 808,207**	**$ 11,576,603**
TOTAL PRIVATE COSTS	**$ 24,597,865**	**$ 7,777,251**	**$ 10,988,819**	**$ 1,091,155**	**$ 6,771,022**	**$ 947,945**	**$ 1,900,464**	**$ 7,607,345**	**$ 3,730,041**	**$ 65,411,908**
TOTAL PID ELIGIBLE COSTS	**$ 28,670,833**	**$ 19,315,329**	**$ 10,610,015**	**$ 7,102,688**	**$ 9,917,080**	**$ 3,853,841**	**$ 11,056,311**	**$ 19,714,030**	**$ 899,069**	**$ 111,139,196**
GRAND TOTAL	**$ 53,268,698**	**$ 27,092,580**	**$ 21,598,834**	**$ 8,193,844**	**$ 16,688,103**	**$ 4,801,785**	**$ 12,956,775**	**$ 27,321,375**	**$ 4,629,110**	**$ 176,551,104**
TOWNHOME	68	51	-	40	-	51	-	-		210
40' LOT	86	97	69	22	35	47	-	60		416
50' LOT	110	138	31	78	108	-	-	120		585
60' LOT	109	119	93	-	93	-	74	140		628
70' LOT	62	59	40	-	-	-	-	76		237
MF Units (300MF/137SFE)									137	137
5.6 AC of Commercial / 52 SFE									52	52
TOTAL	435	464	233	140	236	98	74	396	189	2,265
Cost per Lot	$ 122,457	$ 58,389	$ 92,699	$ 58,527	$ 70,712	$ 48,998	$ 175,092	$ 68,993	$ 24,493	$ 77,948
Totals w/o PID Formation or Inflation	$ 53,211,082	$ 26,424,785	$ 21,071,526	$ 7,982,907	$ 16,254,729	$ 4,673,302	$ 12,627,558			
Eng. Sheet Totals	$ 53,211,082	$ 26,424,785	$ 21,071,526	$ 7,982,907	$ 16,254,729	$ 4,673,302	$ 12,627,558			
Difference	$ -	$ -	$ -	$ -	$ -	$ -	$ -			

Notes:

1. The costs shown are preliminary and are not based on final contstruction contracts. Such costs are subject to change based on market conditions.

2. The lot counts and lot mix for Phases 2 through 6 are preliminary based on the current master plan and are subject to change as development progresses.

3. Contingency is for the unexpected costs that may arise during design and /or construction including, but not limited to, price increases, minor changes in scope, unforseen items, etc.

4. NW Tract is 107.89 AC in size and an estimated 396 units at 3.67 per AC (Developer tract is approximately 3.67 units per acre on 433.979AC)

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

MOSAIC, PHASE 1

City of Celina, Denton County, Texas
Plat/Land Plan 7/15/2022

Total Lots: ***435*** *Total Acres:* ***151.5***
Prepared: ***01/13/23*** *Revised:*

Opinion of Probable Cost Summary

CATEGORY		By Category	By Lot	By Acre	Major	Direct	Private
EXCAVATION		$3,245,192	$7,460	$21,418	$0	$282,697	$2,962,495
WATER		$3,929,039	$9,032	$25,932	$1,427,248	$2,501,791	$0
SANITARY SEWER		$5,393,336	$12,398	$35,596	$3,127,932	$2,265,405	$0
STORM SEWER		$5,681,844	$13,062	$37,500	$779,169	$4,902,675	$0
PAVING		$8,543,683	$19,641	$56,388	$891,594	$7,652,089	$0
RETAINING WALLS		$0	$0	$0	$0	$0	$0
EROSION CONTROL		$5,470	$13	$36	$0	$5,470	$0
DEV. AGMT. AMENITY IMPROVEMENTS		$16,136,824	$37,096	$106,503	$0	$0	$7,401,743
NON-DEV. AGMT. AMENITY IMPROVEMENTS					$0	$0	$8,735,082
FRANCHISE UTILITY IMPROVEMENTS		$2,284,170	$5,251	$15,076	$0	$0	$2,284,170
CITY FEES & MISCELLANEOUS CONSULTANTS		$1,358,583	$3,123	$8,967	$0	$1,358,583	$0
HARD COST SUB-TOTAL		$46,578,142	$107,076	$307,416	$6,225,943	$18,968,710	$21,383,489
ENGINEERING/SURVEYING	8%	$2,143,885	$4,928	$14,150	$498,075	$1,408,810	$237,000
DEV. AGMT. AMENITY IMPROVEMENT DESIGN	10.5%	$777,183	$1,787	$5,129	$0	$0	$777,183
NON-DEV. AGMT. AMENITY IMPROVEMENT DESIG	10.5%	$917,184	$2,108	$6,053	$0	$0	$917,184
CONTINGENCY	6%	$2,794,689	$6,425	$18,445	$373,557	$1,138,123	$1,283,009
TOTAL		**$53,211,082**	**$122,324**	**$351,193**	**$7,097,575**	**$21,515,642**	**$24,597,865**

EXCLUDES:

- COST FOR AMENITY CENTER, TRAILS, LANDSCAPE / IRRIGATION, PERIMETER SITE IMPROVEMENTS, TELEPHONE OR CABLE FEES, CONSTRUCTION MANAGEMENT, ENVIRONMENTAL REPORTS, ROCK EXCAVATION, TREE MITIGATION OR RELOCATION, FRANCHISE RELOCATION, MOISTURE CONDITIONING/WATER INJECTION, UNLESS NOTED
- PREPARED WITHOUT THE BENEFIT OF A BOUNDARY SURVEY, TOPOGRAPHIC SURVEY, CITY REVIEW OF ENGINEERING DOCUMENTS
- PREPARED WITHOUT THE BENEFIT OF A FLOOD STUDY
- DOES NOT INCLUDE COST FOR OFF-SITE EASEMENT

1) IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

3) THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.

4) THIS OPINION OF PROBABLE COST IS ASSOCIATED WITH THE SPECIFIC LAND PLAN SHOWN AT THE TOP OF THIS PAGE. THE SCOPE OF ANY FUTURE LAND PLAN REVISIONS WILL HAVE A DIRECT BEARING ON THE DEVELOPMENT COST.

Opinion of Probable Cost 199,667 178100
99,833.3

MOSAIC, PHASE 1

City of Celina, Denton County, Texas
Plat/Land Plan 7/15/2022

Total Lots: ***435*** *Total Acres:* ***151.515152***
Prepared: ***01/13/23*** *Revised:* ***0***

EXCAVATION	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)	MAJOR	DIRECT	PRIVATE
DEMOLISH EXISTING STRUCTURES/PAVING	$ 2.25	SF.	0	$ -		$ -	
CLEARING & GRUBBING (VARIES SITE TO SITE)	$ 2,000.00	AC.	151.5	$ 303,031			
CONSTRUCTION ENTRANCE	$ 2,500.00	EA.	1	$ 2,500			
STREET & RIGHT-OF-WAY EXCAVATION	$ 10,000.00	EA.	32,331	$ 323,311,112			
UN-CLASSIFIED EXCAVATION	$ 10,000.00	EA.	167,336	$ 1,673,355,556			
HOMESTEAD POND EXCAVATION	$ 0.35	SY.	95,368	$ 33,379			
FINE GRADING BERMS	$ 1.50	CY.	53,000	$ 79,500			
LOT BENCHING (Final/Finish)	$ 200.00	LT.	435	$ 87,000			

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

LOT BENCHING (Initial/Rough)	$ 200.00	LT.	435	$ 87,000			
MOISTURE CONDITIONING - PADS (5')	$ 200.00	LT.	143.55	$ 28,710			
MOISTURE CONDITIONING - PADS (5')	$ 200.00	LT.	143.55	$ 28,710			
POLY PADS	$ 475.00	LT.	435	$ 206,625			
TOTAL				**$ 3,245,192**	**$ -**	**$ 282,697**	**$ 2,962,495**
Updated with Actual contract , COs 1,2 and pro-rata of 3							

WATER	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)	MAJOR	DIRECT	PRIVATE
Phase 1A		TN.	-	$ 2,247,155	$ 783,421.88	$ 1,463,733	
Phase 1B		TN.	-	$ 575,662	$ -	$ 575,662	
Phase 1C		TN.	-	$ 1,106,222	$ 643,825.86	$ 462,396	
12" GATE VALVE & BOX	#N/A	#N/A	-			$ -	
CONNECT TO EXISTING WATERLINE	$ 40.00	LF.	0	$ -		$ -	
FIRE HYDRANT W/ VALVE	$ 40.00	LF.	-	$ -		$ -	
1" SINGLE WATER SERVICE	#N/A	#N/A	0			$ -	
2" SINGLE WATER SERVICE	$ 6,500.00	EA.	0	$ -		$ -	
2-4" SLEEVES	$ 6,500.00	EA.	0	$ -		$ -	
2000 PSI CONCRETE ENCASEMENT	$ 6,500.00	EA.	0	$ -		$ -	
MISCELLANEOUS FITTINGS	$ 9,950.00	TN.	0.0	$ -		$ -	
TESTING & CHLORINATION	$ 2.00	LF.	-	$ -		$ -	
TRENCH SAFETY	$ 0.10	LF.	-	$ -		$ -	
MAINTENANCE BOND	1.1%	LF.	$ 3,929,039			$ -	
MF TRACT WATER LOOP			$ 1	$ -	$ -		
TOTAL				**$ 3,929,039**	**$ 1,427,248**	**$ 2,501,791**	**$ -**
Updated with Actual contract ***01/08/00***							

SANITARY SEWER	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)	MAJOR	DIRECT	PRIVATE
Phase 1A	$ 16.00	LF.	-	$ 4,226,817	$ 3,127,931.57	$ 1,098,885	$ -
Phase 1B	$ 16.00	LF.	-	$ 327,422	$ -	$ 327,422	
Phase 1C	$ 16.00	LF.	-	$ 839,098	$ -	$ 839,098	
5' DIAMETER MANHOLE	$ 8,200.00	EA.	-	$ -		$ -	
CONNECT TO EXISTING MANHOLE	$ 50.00	LF.	0	$ -		$ -	
4" SERVICE LINES	$ 6,500.00	EA.	0	$ -		$ -	
2000 PSI CONCRETE ENCASEMENT	$ 283.00	LF.	0	$ -		$ -	
TESTING & T.V. INSPECTION	$ 3.65	LF.	-	$ -		$ -	
TRENCH SAFETY	$ 0.10	LF.	-	$ -		$ -	
MAINTENANCE BOND	1.1%	LF.	$ 5,393,336			$ -	
MF TRACT SANITARY SEWER			-	$ -	$ -		
TOTAL				**$ 5,393,336**	**$ 3,127,932**	**$ 2,265,405**	**$ -**
Updated with Actual contract							

STORM SEWER	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)	MAJOR	DIRECT	PRIVATE
Phase 1A	$ 75,000.00	LS.	-	$ 2,827,694	$ 779,169.42	$ 2,048,525	$ -
Phase 1B	$ 75,000.00	LS.	0	$ 1,281,087	$ -	$ 1,281,087	$ -
Phase 1C	$ 5,500.00	EA.	0	$ 1,573,063	$ -	$ 1,573,063	$ -
18" R.C.P. *(Reinforced Concrete Pipe)*	$ 9,500.00	EA.	-	$ -	$ -	$ -	
21" R.C.P.	$ 9,500.00	EA.	-	$ -	$ -	$ -	
24" R.C.P.	$ 9,500.00	EA.	-	$ -	$ -	$ -	
27" R.C.P.	$ 3,300.00	EA.	-	$ -	$ -	$ -	
30" R.C.P.	$ 3,400.00	EA.	-	$ -	$ -	$ -	
36" R.C.P.	$ 3,500.00	EA.	-	$ -		$ -	
42" R.C.P.	$ 3,650.00	EA.	-	$ -		$ -	
48" R.C.P.	$ 4,250.00	EA.	-	$ -		$ -	
4' X 4' R.C.B	$ 325.00	LF.	-	$ -		$ -	
5' X 4' R.C.B	$ 360.00	LF.	-	$ -		$ -	
6' X 4' R.C.B	$ 6,400.00	EA.	-	$ -		$ -	
7' X 4' R.C.B	$ 460.00	0	-	$ -		$ -	
8' X 4' R.C.B	$ 525.00	LF.	-	$ -		$ -	
7' X 5' R.C.B	$ 490.00	LF.	-	$ -		$ -	
8' X 5' R.C.B	$ 525.00	LF.	-	$ -		$ -	
2 ~ 6' X 5' R.C.B	$ 800.00	LF.	-	$ -		$ -	
21" TYPE "B" PRE-CAST HEADWALL	$ 9,500.00	EA.	-	$ -		$ -	
30" TYPE "B" PRE-CAST HEADWALL	$ 3,500.00	EA.	0	$ -		$ -	
36" TYPE "B" PRE-CAST HEADWALL	$ 3,650.00	EA.	0	$ -		$ -	
42" TYPE "B" PRE-CAST HEADWALL	$ 4,250.00	EA.	0	$ -		$ -	
4' X 4' R.C.B HEADWALL	$ 8,000.00	EA.	0	$ -		$ -	
8' X 4' R.C.B HEADWALL	$ 9,000.00	EA.	0	$ -		$ -	
6' X 5' R.C.B HEADWALL	$ -	EA.	0	$ -		$ -	
8' X 5' R.C.B HEADWALL	$ 9,000.00	EA.	0	$ -		$ -	
2 ~ 6' X 5' R.C.B. HEADWALL	$ 15,000.00	EA.	0	$ -		$ -	
STORM SEWER MANHOLE	$ 10.00	SF.	0	$ -		$ -	
POND OUTLET STRUCTURE	$ 15,000.00	EA.	0	$ -		$ -	
INLET STRUCTURE ON EXISTING POND	$ 15,000.00	EA.	0	$ -		$ -	
TEMP. DETENTION POND & OUTLET STRUCTURE	$ 20,000.00	EA.	0	$ -		$ -	
TESTING & T.V. INSPECTION	$ 2.75	LF.	-	$ -		$ -	
TRENCH SAFETY	$ 0.10	LF.	-	$ -		$ -	
4' X 4' "Y" INLET PARVIN	$ 3,650.00	EA.	-	$ -		$ -	
10' INLET RECESSED PARVIN	#N/A	#N/A	0			$ -	
21" R.C.P. PARVIN	$ 9,500.00	EA.	-	$ -		$ -	
27" R.C.P. PARVIN	$ 3,300.00	EA.	-	$ -		$ -	
36" R.C.P. PARVIN	$ 3,500.00	EA.	-	$ -		$ -	
42" R.C.P. PARVIN	$ 3,650.00	EA.	-	$ -		$ -	
5' X 5' R.C.B PARVIN	$ 400.00	LF.	-	$ -		$ -	
6' X 5' R.C.B PARVIN	$ 460.00	LF.	-	$ -		$ -	
42" TYPE "B" PRE-CAST HEADWALL PARVIN	$ 4,250.00	EA.	0	$ -		$ -	
6' X 5' R.C.B HEADWALL PARVIN	$ -	EA.	0	$ -		$ -	
GRADE TO DRAIN PARVIN	$ 75,000.00	LS.	0	$ -		$ -	
TESTING & T.V. INSPECTION PARVIN	$ 2.75	LF.	-	$ -		$ -	
TRENCH SAFETY PARVIN	$ 0.10	LF.	-	$ -		$ -	
MISCELLANEOUS ITEMS	1%	LS.	$ -	$ -		$ -	
MAINTENANCE BOND	1.1%	LS.	$ 5,681,844			$ -	
LEGACY DRIVE DRAINAG (Frontier to Parvin)			1	$ -	$ -		
PARVIN ROAD DRAINAGE (Legacy to Creek)			1	$ -	$ -		

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

TOTAL				$ 5,681,844	$ 779,169	$ 4,902,675	$ -

Updated with Actual contract

PAVING	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)	MAJOR	DIRECT	PRIVATE
PHASE 1A				$ 4,719,504.85	$ 891,594	$ 3,827,911	$ -
PHASE 1B				$ 1,337,037.90	$ -	$ 1,337,038	$ -
PHASE 1C				$ 2,487,140.20	$ -	$ 2,487,140	$ -
6" REINF. CONCRETE STREET PAVEMENT	$ 52.00	SY.	83,209			$ -	
8" REINF. CONCRETE STREET PAVEMENT PARVIN ROAD	$ 85.00	SY.	9,800			$ -	
6" REINF. CONCRETE ALLEY PAVEMENT	$ 62.00	SY.	7,158			$ -	
TEMPORARY TURN AROUND	$ 52.00	SY.	660			$ -	
6" LIME TREATED SUBGRADE	$ 4.00	SY.	105,049			$ -	
8" LIME TREATED SUBGRADE PARVIN ROAD	$ 5.25	SY.	11,200			$ -	
HYDRATED LIME	$ 210.00	TN.	2160			$ -	
MOISTURE CONDITIONING - 7' DEPTH PARVIN ROAD	$ 4.00	SY.	11200			$ -	
MOISTURE CONDITIONING - 7' DEPTH INTERNAL	$ 4.00	SY.	105049			$ -	
PAVEMENT HEADER & BARRICADE	$ 1,305.00	EA.	15			$ -	
CONNECT TO EXISTING	$ 500.00	SY.	1			$ -	
ROUNDABOUT - MINI	$ 50,000.00	SY.				$ -	
ROUNDABOUT - SINGLE	$ 75,000.00	SY.	1			$ -	
SIDEWALK 5 FT DEVELOPER	$ 37.50	LF.	6240			$ -	
BARRIER FREE RAMPS	$ 2,700.00	SY.	90			$ -	
DETECTABLE WARNING SURFACE	$ 500.00	SY.	38			$ -	
STREET NAME BLADES	$ 300.00	EA.	94			$ -	
TRAFFIC SIGNS	$ 400.00	%	45			$ -	
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 5,000.00	LS.	1			$ -	
MAINTENANCE BOND	1.0%	TN.	$ -			$ -	
LEGACY DRIVE PAVING (Frontier to Parvin)			1	$ -	$ -		
PARVIN ROAD PAVING (Legacy to Creek)			1	$ -	$ -		
PHASE 6 BRIDGE			1	$ -	$ -		
TOTAL				$ 8,543,683	$ 891,594	$ 7,652,089	$ -

Updated with Actual contract and updated unit costs

RETAINING WALLS	UNIT COST ($)	UNIT (-)	QTY (± #)		MAJOR	DIRECT	PRIVATE
RETAINING WALL PER LOT (VARIES SITE TO SITE)	$ -	LT.	435	$ -			$ -
TOTAL				$ -	$ -	$ -	$ -

EROSION CONTROL	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)	MAJOR	DIRECT	PRIVATE
PRE-DEVELOPMENT EROSION CONTROL:							
SILT FENCE (HIGH FLOW)	$ 1.75	LF.	0	$ -		$ -	
SILT FENCE (HIGH FLOW) (MAINTENANCE)	$ 1.75	LF.	0	$ -		$ -	
ROCK CHECK DAMS	$ 950.00	EA.		$ -		$ -	
POST DEVELOPMENT EROSION CONTROL:						$ -	
8' ROLL OF CURLEX WITH SEED	$ 1.50	LF.	-	$ -		$ -	
DISK & SEED	$ 300.00	AC.	-	$ -		$ -	
ADMINISTRATION:						$ -	
SWPPP BOOK	$ 800.00	LS.	1	$ 800		$ 800	
SWPPP BOOK COPY	$ 100.00	EA.	1	$ 100		$ 100	
SWPPP SITE SIGNAGE	$ 150.00	EA.	1	$ 150		$ 150	
WEEKLY INSPECTIONS	$ 85.00	EA.	52	$ 4,420		$ 4,420	
SALES TAX ON IMPROVEMENTS	8.25%	EA.	$ -	$ -		$ -	
TOTAL				$ 5,470	$ -	$ 5,470	$ -

AMENITY IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)	MAJOR	DIRECT	PRIVATE
DEV. AGMT REQ.	$ 7,401,743	LS.	1	$ 7,401,743			$ 7,401,743
NON-DEV. AGMT & NON-SUBSTANTIAL COMP.	$ 8,735,082	LS.	1	$ 8,735,082			$ 8,735,082
TOTAL				$ 16,136,824	$ -	$ -	$ 16,136,824

FRANCHISE UTILITY ON-SITE IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)	MAJOR	DIRECT	PRIVATE
ELECTRIC SERVICE	$ 22.00	LF.	26,590	584,980			$ 584,980
GAS SERVICE	$ -	LT.	435	-			$ -
STREET LIGHTS	$ 11.00	LF.	26,590	292,490			$ 292,490
FRONTIER DUCT BANK	$ 325.00	LF.	2,100	682,500			$ 682,500
INTERNAL PHASE DUCT BANK	$ 225.00	LF.	3,200	720,000			$ 720,000
4" FRANCHISE UTILITY SLEEVES	$ 10.00	LF.	420	4,200			$ 4,200
FRANCHISE RELOCATION							
TOTAL				2,284,170	-	-	2,284,170

CITY FEES & MISCELLANEOUS CONSULTANTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)	MAJOR	DIRECT	PRIVATE
CITY FEES:							
ANNEXATION FEE	$ 1,000.00	LS.	1	$ 1,000		$ 1,000	
ZONING FEE	$ 300.00	LS.	1	$ 300		$ 300	
PLATTING FEE PLUS $300	$ 7.00	LT.	435	$ 3,345		$ 3,345	
ENGINEERING REVIEW FEE	$ 5,000.00	LS.	1	$ 5,000		$ 5,000	
INSPECTION FEE	3.0%	LS.	$ 23,547,902	$ 706,438		$ 706,438	
PROFESSIONAL FEES:							
PLANNING, ANNEXATION, ZONING	$ 30,000.00	LS.	1	$ 30,000		$ 30,000	
TREE SURVEY	$ 10,000.00	LS.	1	$ 10,000		$ 10,000	
PID/TIRZ ASSISTANCE	$ 5,000.00	LS.	1	$ 5,000		$ 5,000	
FLOODPLAIN ANALYSIS	$ 150,000.00	LS.	1	$ 150,000		$ 150,000	
WETLANDS/WOTUS	$ 7,500.00	LS.	1	$ 7,500		$ 7,500	
ENVIRONMENTAL STUDY	$ 5,000.00	LS.	1	$ 5,000		$ 5,000	
GEOTECHNICAL REPORT	$ 500.00	LT.	435	$ 217,500		$ 217,500	
CONSTRUCTION MATERIAL TESTING	$ 500.00	LT.	435	$ 217,500		$ 217,500	
						$ -	
TOTAL				1,358,583	$ -	$ 1,358,583.00	$ -

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

APPENDIX C
LEGAL DESCRIPTION

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

PID - LEGAL DESCRIPTION
757.571 ACRES WITH
72.819 ACRES SAVE AND EXCEPT
684.752 ACRES

BEING a tract of land situated in the C. COPENHAVER SURVEY, ABSTRACT NO. 253, the JOHN MORTON SURVEY, ABSTRACT NO. 791, the JOHN M. McKIM SURVEY, ABSTRACT NO. 889, the ANTHONY PHILLIPS SURVEY, ABSTRACT NO. 1028 and the A. THOMASON SURVEY, ABSTRACT NO. 1265, Denton County, Texas, and being all of that tract of land conveyed in Deed to W. Keith Thornton and James H. Merritt, III, according to the document of record filed in Document Number 95-0068384, Deed Records, Denton County, Texas, and being all of that tract of land conveyed in Deed to Merritt/Thornton Farm Partnership, L.P., according to the document of record filed in Document Number 99-096579, Deed Records, Denton County, Texas and being part of Lot 3, SMILEY ACRES, an Addition to the City of Celina, Denton County, Texas, according to the Plat of record filed in Cabinet D, Page 324, Plat Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for a common interior ell corner of said Merritt/Thornton Farm Partnership, L.P. tract and the southwest corner of that tract of land described as a Right-Of-Way Dedication as conveyed in Deed to City of Celina, according to the document of record filed in Document Number 2008-9821, Official Records, Denton County, Texas;

THENCE N 89° 28' 44" E, with the common line of said Merritt tract/Thornton Farm Partners, L.P. tract and said City of Celina Tract, a distance of 1,738.53 feet to a point near the intersection of Legacy Road (County Road 6) with Frontier Parkway (County Road 5), at the most easterly northeast corner of said Merritt/Thornton Farm Partnership, L.P. tract, from which a 5/8" iron rod found bears N 78° 19' 21" E, 0.20 feet;

THENCE S 00° 29' 24" W, with the approximate centerline of said Legacy Road, a distance of 189.17 feet to a point for the common northeast corner of that tract of land described as Right-Of-Way Dedication as conveyed in Deed to Denton County, Texas, according to the document of record filed in Document Number 2010-62874, Official Records, Denton County, Texas and the northwest corner of that tract of land described as Right-Of-Way as conveyed in Deed to Town of Prosper, Texas, according to the document of record filed in Document Number 20100518000498080, Official Public Records, Collin County, Texas;

THENCE N 89° 48' 43" W, leaving the approximate centerline of said Legacy Road and with the north line of said Denton County, Texas tract, a distance of 40.79 feet for the northwest corner of said Denton County, Texas tract;

THENCE S 00° 11' 17" W, with the west line of said Denton County, Texas tract, a distance of 320.00 feet to a 5/8" iron rod found for the southwest corner of said Denton County, Texas tract;

THENCE S 89° 48' 43" E, with the south line of said Denton County, Texas tract, a distance of 39.10 feet, returning to the approximate centerline of said Legacy Road, for the common southeast corner of said Denton County, Texas tract and the southwest corner of the above mentioned Town of Prosper, Texas tract;

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THENCE S 00° 29' 24" W, with the approximate center line of said Legacy Road, a distance of 1,942.34 feet to a 1/2" iron rod found in the west line of that tract of land conveyed in Deed to Prosper Independent School District (Prosper ISD), according to the document of record filed in Document Number 20200817001344070, Official Public Records, Collin County, Texas, for the common southeast corner of the above mentioned Merritt/Thornton Farm Partners, L.P. tract and the northeast corner of that tract of land conveyed in Deed to Patricia Ann Burnett Krov, according to the document of record filed in Document Number 2014-15524, Official Records, Denton County, Texas;

THENCE S 74° 57' 09" W, with the common south line of said Merritt/Thornton Farm Partners, L.P. tract and the north line of said Patricia Ann Burnett Krov tract, a distance of 866.35 feet to the common northwest corner of said Patricia Ann Burnett Krov tract and the northeast corner of that tract of land conveyed in Deed to The Leonard and Norma E. McCasland Revocable Living Trust, according to the document of record filed in Volume 4683, Page 1919, Deed Records, Denton County, Texas;

THENCE S 89° 07' 59" W, with the common south line of said Merritt/Thornton Farm Partners, L.P. tract and the north line of said The Leonard and Norma E. McCasland Revocable Living Trust tract, a distance of 776.28 feet to a 1/2" iron rod found for the common northwest corner of said The Leonard and Norma E. McCasland Revocable Living Trust tract and the northeast corner of that tract of land conveyed in Deed to Prosper Meadows LP, according to the document of record filed in Document Number 2019-65177, Official Records, Denton County, Texas;

THENCE S 89° 07' 21" W, with the common south line of said Merritt/Thornton Farm Partners, L.P. tract and the north line of said Prosper Meadows LP tract, a distance of 1,549.59 feet to a 1/2" iron rod found for the common northwest corner of said Prosper Meadows LP tract and the northeast corner of that tract of land conveyed in Deed to Prosper Independent School District (Prosper ISD), according to the document of record filed in Document Number 2017-34540, Official Records, Denton County, Texas;

THENCE S 89° 08' 17" W, with the common south line of said Merritt/Thornton Farm Partners, L.P. tract and the north line of said Prosper ISD tract, a distance of 3,173.39 feet to a 5/8" iron rod with cap stamped "RPLS 5674" found for the common southwest corner of said Merritt/Thornton Farm Partners, L.P. tract and the southeast corner of that tract of conveyed in Deed to Frontier Mini Storage, LLC, according to the document of record filed in Document Number 2018-77026, (Correction Deed Document Number 2018-121216), Official Records, Denton County, Texas;

THENCE N 00° 35' 32" W, with the common west line of said Merritt/Thornton Farm Partners, L.P. tract and the east line said Frontier Mini Storage, LLC tract, a distance of 1,156.84 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found;

THENCE N 03° 12' 09" W, continuing with the common line of said Merritt/Thornton Farm Partners, L.P. tract and said Frontier Mini Storage, LLC tract, a distance of 225.36 feet to a 1/2" iron rod found for the common northeast corner of said Frontier Mini Storage, LLC tract and an exterior ell corner of that tract of land conveyed in Deed to Teel Lakes LLC, according to the document of record filed in Document Number 2009-126512, Official Records, Denton County, Texas;

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THENCE With the common west line of said Merritt/Thornton Farm Partners, L.P. tract and the east line of said Teel Lakes, LLC tract, the following courses and distances:

N 01° 49' 22" W, a distance of 105.75 feet to a 5/8" iron rod with cap stamped "RPLS 5674" found;

N 64° 25' 33" E, a distance of 414.33 feet to a 5/8" iron rod with cap stamped "RPLS 5674" found;

N 00° 43' 47" W, a distance of 828.43 feet to a 1/2" iron rod found for the common northeast corner of said Teel Lakes, LLC tract and the southeast corner of Lot 4 of the above mentioned SMILEY ACRES Addition;

THENCE N 00° 01' 44" W, with the common west line of said Merritt/Thornton Farm Partners, L.P. tract and the east line of said SMILEY ACRES Addition, a distance of 705.25 feet to a 1/2" iron rod found in the above mentioned Lot 3 of said SMILEY ACRES Addition;

THENCE S 89° 59' 12" W, a distance of 477.09 feet to a point in the common west line of said Lot 3 and the east right-of-way line of Old Dairy Farm Road;

THENCE N 00° 05' 34" W, with the common line of said Lot 3 and said Old Dairy Farm Road, a distance of 442.82 feet to the southeast corner of Lot 2 of said SMILEY ACRES Addition;

THENCE N 00° 08' 51" W, with the common west line of said Lot 3 and the east line of said Lot 2, a distance of 422.32 feet to a 1/2" iron rod found in the south line of that tract of land described as Tract II as conveyed in Deed to Prosper 30 Partners, LLC, according to the document of record filed in Document Number 2018-111804, Official Records, Denton County, Texas, for the common northwest corner of said Lot 3 and the northeast corner of said Lot 2;

THENCE N 89° 53' 33" E, a distance of 449.54 feet to a point in the west line of the above mentioned Merritt/Thornton Farm Partners, L.P. tract, for the common northeast corner of said Lot 3 and the southeast corner of said Prosper 30 Partners, LLC tract;

THENCE N 02° 58' 07" W, with the common west line of said Merritt/Thornton Farm Partners, L.P. tract and the east line of said Tract II, a distance of 686.27 feet to a 1/2" iron rod found for the common southeast corner of the above mentioned W. Keith Thornton and James H. Merritt, III tract and the northeast corner of said Tract II;

THENCE S 89° 53' 38" W, with the south line of said W. Keith Thornton and James H. Merritt, III tract, a distance of 1,889.96 feet to a point in the east line of that tract of land conveyed in Deed to Smiley Road, LTD., according to the document of record filed in Document Number 2005-77986, Official Records, Denton County, Texas, for the southwest corner of said W. Keith Thornton and James H. Merritt, III tract;

THENCE N 00° 06' 49" W, with the common west line of said W. Keith Thornton and James H. Merritt, III tract and the east line said Smiley Road, LTD. tract, a distance of 690.33 feet to a 1/2" iron rod found for the common northwest corner of said W. Keith Thornton and James H. Merritt, III tract and the southwest corner of that tract of land conveyed in Deed to Smiley Road, LTD., according to

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

the document of record filed in Document Number 2006-45938, Official Records, Denton County, Texas;

THENCE N 89° 53' 30" E, with the common north line of said W. Keith Thornton and James H. Merritt, III tract and the south line of said Smiley Road, LTD. tract, a distance of 1,903.70 feet to a 1" iron pipe found in the west line of the above mentioned Merritt/Thornton Farm Partnership, L.P. tract, for the common northeast corner of said W. Keith Thornton and James H. Merritt, III tract and the southeast corner of said Smiley Road, LTD. tract;

THENCE N 01° 49' 48" E, with the common west line of said Merritt/Thornton Farm Partnership, L.P. tract and the east line of said Smiley Road, LTD. tract, a distance of 654.45 feet to a 1/2" iron rod found in the south line of that tract of land conveyed in Deed to Smiley Road, LTD., according to the document of record filed in Document Number 2006-2173, Official Records, Denton County, Texas, for the common northwest corner of said Merritt/Thornton Farm Partnership, L.P. tract and the northeast corner of said Smiley Road, LTD. (Document Number 2006-45938) tract;

THENCE N 89° 13' 47" E, with the common north line of said Merritt/Thornton Farm Partnership, L.P. tract and the south line of said Smiley Road, LTD. (Document Number 2006-2173) tract, a distance of 1,501.71 feet to a 1/2" iron rod found for the common southeast corner of said Smiley Road, LTD. tract and the southwest corner of that tract of land conveyed in Deed to West Celina 86 Partners, LTD., according to the document of record filed in Document Number 2015-23235, Official Records, Denton County, Texas;

THENCE N 89° 06' 09" E, continuing with the north line of said Merritt/Thornton Farm Partnership, L.P. tract, a distance of 2,842.45 feet to a point in the south line of that tract of land conveyed in Deed to Roys Glenn Allen and Randy Allen, Co-Trustees of the RG Allen Revocable Trust, according to the document of record filed in Document Number 2015-46639, Official Records, Denton County, Texas, for the common northeast corner of said Merritt/Thornton Farm Partnership, L.P. tract and the northwest corner of CREEKS OF LEGACY WEST PHASE 1, an Addition to the City of Celina, Denton County, Texas, according to the Plat of record filed in Cabinet 2018, Page 394, Plat Records, Denton County, Texas;

THENCE S 00° 29' 21" W, with the east line of said Merritt/Thornton Farm Partnership, L.P. tract , a distance of 3,416.82 feet to the **POINT OF BEGINNING**, and containing 757.571 acres of land, more or less.

SAVE AND EXCEPT:

BEING a tract of land in the C. COPENHAVER SURVEY, ABSTRACT NO. 253, the JOHN M. McKIM SURVEY, ABSTRACT NO. 889 and the ANTHONY PHILLIPS SURVEY, ABSTRACT NO. 1028, Denton County, Texas, and being all of Lots 1 and 2, MERRITT PARK ADDITION, an Addition to the City of Celina, Collin County, Texas, according to the Plat of record filed in Document Number 2013-303, Official Records, Collin County, Texas, and being part of that tract of land conveyed in Deed to Merritt/Thornton Farm Partnership, L.P., according to the document of record filed in Document Number 99-096579, Deed Records, Denton County, Texas, and being more particularly described as follows:

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

COMMENCING at a point for a common interior ell corner of said Merritt/Thornton Farm Partnership, L.P. tract and the most easterly southeast corner of that tract of land conveyed in Deed to Teel Lakes LLC, according to the document of record filed in Document Number 2009-126512, Official Records, Denton County, Texas, from which a 1/2" iron rod found in the west line of said Merritt/Thornton Farm Partnership, L.P. tract, for the common most southerly southeast corner of said Teel Lakes, LLC tract and the northeast corner of that tract of land conveyed in Deed to Frontier Mini Storage, LLC, according to the document of record filed in Document Number 2018-77026 (Correction Deed, Document Number 2018-121216), Official Records, Denton County, Texas, bears S 52° 30' 13" W, 467.16 feet;

THENCE Over and across said Merritt/Thornton Farm Partnership, L.P. tract, the following courses and distances:
N 00° 00' 00" E, a distance of 63.68 feet to the **POINT OF BEGINNING** of the tract of land described herein;

N 54° 52' 24" E, a distance of 40.69 feet;

N 32° 26' 23" E, a distance of 70.08 feet;

N 02° 32' 44" W, a distance of 13.69 feet;

N 89° 34' 08" E, a distance of 47.37 feet;

N 68° 41' 04" E, a distance of 49.27 feet;

N 72° 37' 27" E, a distance of 73.57 feet;

N 54° 03' 27" E, a distance of 45.73 feet;

N 09° 19' 17" E, a distance of 32.10 feet;

N 15° 43' 34" W, a distance of 40.22 feet;

N 32° 25' 42" W, a distance of 28.72 feet;

N 40° 58' 09" W, a distance of 69.41 feet;

N 18° 32' 55" W, a distance of 90.82 feet;

N 00° 57' 01" E, a distance of 112.83 feet;

N 16° 47' 39" W, a distance of 74.65 feet;

N 35° 42' 19" W, a distance of 102.42 feet;

N 20° 28' 35" W, a distance of 86.29 feet;

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N 10° 48' 26" W, a distance of 82.16 feet;

N 19° 38' 00" W, a distance of 93.54 feet;

N 00° 00' 00" E, a distance of 62.22 feet;

N 39° 10' 53" E, a distance of 34.03 feet;

N 11° 13' 02" E, a distance of 129.62 feet;

N 44° 27' 46" E, a distance of 100.32 feet;

N 15° 23' 43" E, a distance of 44.07 feet;

N 06° 13' 09" E, a distance of 130.16 feet;

N 60° 23' 08" W, a distance of 109.36 feet;

N 06° 46' 51" E, a distance of 140.95 feet;

N 34° 29' 43" E, a distance of 115.46 feet;

N 40° 38' 06" E, a distance of 136.02 feet;

N 86° 44' 10" E, a distance of 215.82 feet;

N 16° 07' 11" E, a distance of 144.61 feet;

N 37° 40' 40" E, a distance of 204.49 feet;

N 57° 39' 24" E, a distance of 121.37 feet;

N 48° 05' 13" E, a distance of 267.21 feet;

N 17° 46' 03" E, a distance of 126.38 feet;

S 70° 22' 42" E, a distance of 652.06 feet;

S 12° 34' 43" E, a distance of 1,028.18 feet to a point at the beginning of a curve to the right having a central angle of 50° 22' 16", a radius of 125.00 feet and a chord bearing and distance of S 11° 46' 54" W, 106.39 feet;

With said curve to the right, an arc distance of 109.89 feet;

S 33° 08' 43" W, a distance of 1522.09 feet;

S 79° 00' 07" W, a distance of 260.45 feet;

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N 68° 47' 46" W, a distance of 401.09 feet;

N 90° 00' 00" W, a distance of 312.21 feet to the **POINT OF BEGINNING**, and containing 72.819 acres of land, more or less.

PHASE #1

LEGAL DESCRIPTION

TRACT 1

BEING A TRACT OF LAND LOCATION IN THE C. COPENHAVER SURVEY, ABSTRACT NO. 253, JOHN MORTON SURVEY, ABSTRACT NO. 791, JOHN M. MCKIM SURVEY, ABSTRACT NO. 889, AND THE ANTHONY PHILLIPS SURVEY, ABSTRACT NO. 1028, DENTON COUNTY, TEXAS, AND BEING PART OF THAT TRACT OF LAND DESCRIBED AS TRACT 1 IN DEED TO TELLUS TEXAS I, LLC, RECORDED IN DOCUMENT NO. 2021-137876, OFFICIAL RECORDS, DENTON COUNTY, TEXAS, (O.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD FOUND AT A NORTHEASTERLY INTERIOR ELL CORNER OF SAID TRACT 1 AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN RIGHT-OF-WAY DEED TO CITY OF CELINA, RECORDED IN DOCUMENT NUMBER 2008-9821, O.R.D.C.T.;

THENCE NORTH 89° 28' 44" EAST, ALONG THE COMMON LINE OF SAID TRACT 1 AND SAID CITY OF CELINA TRACT, A DISTANCE OF 901.73 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” FOUND AT THE MOST EASTERLY CORNER OF SAID TRACT 1 AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 50° 28' 55", A RADIUS OF 1,160.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 45° 43' 46" WEST, 989.31 FEET;

THENCE ALONG THE EAST LINE OF SAID TRACT 1, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

SOUTHWESTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 1,022.05 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” FOUND FOR CORNER;

SOUTH 20° 29' 18" WEST, A DISTANCE OF 1,113.94 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02° 55' 27", A RADIUS OF 1,340.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 21° 57' 02" WEST, 68.38 FEET;

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SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 68.39 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER;

THENCE LEAVING SAID EAST LINE, OVER AND ACROSS SAID TRACT 1, THE FOLLOWING FIFTY-EIGHT (58) COURSES AND DISTANCES:

NORTH 66° 35' 14" WEST, A DISTANCE OF 40.00 FEET TO A POINT FOR CORNER;

NORTH 69° 30' 42" WEST, A DISTANCE OF 277.74 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13° 42' 18", A RADIUS OF 791.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 76° 21' 51" WEST, 188.75 FEET;

WESTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 189.20 FEET TO A POINT FOR CORNER;

SOUTH 22° 52' 03" WEST, A DISTANCE OF 15.61 FEET TO A POINT FOR CORNER;

NORTH 85° 48' 06" WEST, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER;

NORTH 04° 11' 54" EAST, A DISTANCE OF 1.74 FEET TO A POINT FOR CORNER;

NORTH 14° 01' 42" WEST, A DISTANCE OF 15.98 FEET TO A POINT FOR CORNER;

NORTH 83° 47' 55" WEST, A DISTANCE OF 61.07 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11° 06' 46", A RADIUS OF 1,191.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89° 21' 29" WEST, 230.64 FEET;

WESTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 231.00 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14° 23' 55", A RADIUS OF 259.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 87° 42' 54" WEST, 64.92 FEET;

WESTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 65.09 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 84° 32' 16", A RADIUS OF 40.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 57° 12' 56" WEST, 53.81 FEET;

SOUTHWESTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 59.02 FEET TO A POINT FOR CORNER;

SOUTH 14° 56' 48" WEST, A DISTANCE OF 82.93 FEET TO A POINT FOR CORNER;

SOUTH 59° 46' 19" EAST, A DISTANCE OF 15.52 FEET TO A POINT FOR CORNER;

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SOUTH 11° 06' 21" WEST, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03° 50' 12", A RADIUS OF 1,225.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 76° 58' 33" WEST, 82.01 FEET;

WESTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 82.03 FEET TO A POINT FOR CORNER;

NORTH 75° 03' 27" WEST, A DISTANCE OF 104.35 FEET TO A POINT FOR CORNER;

SOUTH 59° 56' 40" WEST, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

NORTH 75° 03' 12" WEST, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER;

NORTH 14° 56' 48" EAST, A DISTANCE OF 275.86 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15° 34' 55", A RADIUS OF 570.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 07° 34' 50" EAST, 154.54 FEET;

NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 155.02 FEET TO A POINT FOR CORNER;

NORTH 44° 12' 18" WEST, A DISTANCE OF 14.50 FEET TO A POINT FOR CORNER;

NORTH 87° 44' 19" WEST, A DISTANCE OF 200.61 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07° 27' 44", A RADIUS OF 1,225.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 84° 00' 27" WEST, 159.43 FEET;

WESTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 159.55 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07° 09' 51", A RADIUS OF 975.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 83° 51' 30" WEST, 121.83 FEET;

WESTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 121.91 FEET TO A POINT FOR CORNER;

NORTH 02° 33' 35" EAST, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER;

NORTH 05° 14' 18" EAST, A DISTANCE OF 65.95 FEET TO A POINT FOR CORNER;

NORTH 16° 25' 20" WEST, A DISTANCE OF 62.22 FEET TO A POINT FOR CORNER;

NORTH 16° 55' 28" WEST, A DISTANCE OF 64.84 FEET TO A POINT FOR CORNER;

NORTH 14° 23' 41" WEST, A DISTANCE OF 64.84 FEET TO A POINT FOR CORNER;

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NORTH 11° 52' 10" WEST, A DISTANCE OF 64.84 FEET TO A POINT FOR CORNER;

NORTH 09° 20' 32" WEST, A DISTANCE OF 64.84 FEET TO A POINT FOR CORNER;

NORTH 06° 48' 54" WEST, A DISTANCE OF 64.95 FEET TO A POINT FOR CORNER;

NORTH 05° 29' 35" WEST, A DISTANCE OF 60.00 FEET TO A POINT FOR CORNER;

NORTH 05° 27' 40" WEST, A DISTANCE OF 60.00 FEET TO A POINT FOR CORNER;

NORTH 05° 28' 37" WEST, A DISTANCE OF 60.00 FEET TO A POINT FOR CORNER;

NORTH 00° 08' 05" WEST, A DISTANCE OF 91.09 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11° 36' 52", A RADIUS OF 610.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 89° 31' 40" WEST, 123.44 FEET;

WESTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 123.65 FEET TO A POINT FOR CORNER;

SOUTH 40° 34' 22" WEST, A DISTANCE OF 14.70 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02° 27' 35", A RADIUS OF 425.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 00° 12' 06" EAST, 18.24 FEET;

SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 18.25 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05° 24' 15", A RADIUS OF 375.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 01° 40' 26" EAST, 35.36 FEET;

SOUTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 35.37 FEET TO A POINT FOR CORNER;

SOUTH 04° 23' 39" EAST, A DISTANCE OF 73.07 FEET TO A POINT FOR CORNER;

SOUTH 85° 36' 21" WEST, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER;

SOUTH 71° 22' 02" WEST, A DISTANCE OF 70.71 FEET TO A POINT FOR CORNER;

SOUTH 63° 42' 31" WEST, A DISTANCE OF 57.51 FEET TO A POINT FOR CORNER;

SOUTH 56° 50' 21" WEST, A DISTANCE OF 57.51 FEET TO A POINT FOR CORNER;

SOUTH 49° 58' 11" WEST, A DISTANCE OF 57.51 FEET TO A POINT FOR CORNER;

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SOUTH 53° 45' 26" WEST, A DISTANCE OF 94.80 FEET TO A POINT FOR CORNER;

SOUTH 57° 30' 58" WEST, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12° 42' 31", A RADIUS OF 550.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 38° 50' 18" WEST, 121.74 FEET;

NORTHWESTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 121.99 FEET TO A POINT FOR CORNER;

SOUTH 44° 48' 27" WEST, A DISTANCE OF 155.00 FEET TO A POINT FOR CORNER;

NORTH 49° 37' 45" WEST, A DISTANCE OF 64.87 FEET TO A POINT FOR CORNER;

NORTH 52° 20' 44" WEST, A DISTANCE OF 70.00 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER;

SOUTH 37° 39' 16" WEST, A DISTANCE OF 155.00 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER;

NORTH 52° 20' 44" WEST, A DISTANCE OF 79.50 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER;

SOUTH 37° 39' 16" WEST, A DISTANCE OF 109.32 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER;

NORTH 52° 20' 44" WEST, A DISTANCE OF 110.50 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER;

NORTH 37° 39' 16" EAST, A DISTANCE OF 109.32 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER;

NORTH 52° 20' 44" WEST, A DISTANCE OF 79.98 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER IN THE NORTHWEST LINE OF SAID TRACT 1;

THENCE ALONG THE WEST LINE OF SAID TRACT 1, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

N 33° 08' 43" EAST, A DISTANCE OF 991.23 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 50° 22' 16", A RADIUS OF 125.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 11° 46' 54" EAST, 106.39 FEET;

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NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 109.89 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” FOUND FOR CORNER

NORTH 12° 34' 43" WEST, A DISTANCE OF 488.91 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER;

THENCE LEAVING SAID WEST LINE, OVER AND ACROSS SAID TRACT 1, THE FOLLOWING THIRTY-EIGHT (38) COURSES AND DISTANCES:

NORTH 77° 25' 17" EAST, A DISTANCE OF 120.00 FEET TO A POINT FOR CORNER;

NORTH 12° 34' 43" WEST, A DISTANCE OF 36.15 FEET TO A POINT FOR CORNER;

NORTH 77° 25' 17" EAST, A DISTANCE OF 170.00 FEET TO A POINT FOR CORNER;

SOUTH 12° 34' 43" EAST, A DISTANCE OF 94.70 FEET TO A POINT FOR CORNER;

SOUTH 77° 25' 17" WEST, A DISTANCE OF 40.00 FEET TO A POINT FOR CORNER;

SOUTH 12° 34' 43" EAST, A DISTANCE OF 156.45 FEET TO A POINT FOR CORNER;

NORTH 55° 41' 49" EAST, A DISTANCE OF 56.24 FEET TO A POINT FOR CORNER;

NORTH 63° 27' 43" EAST, A DISTANCE OF 82.02 FEET TO A POINT FOR CORNER;

NORTH 74° 52' 32" EAST, A DISTANCE OF 79.61 FEET TO A POINT FOR CORNER;

NORTH 79° 37' 27" EAST, A DISTANCE OF 725.00 FEET TO A POINT FOR CORNER;

NORTH 81° 29' 38" EAST, A DISTANCE OF 82.66 FEET TO A POINT FOR CORNER;

NORTH 87° 17' 10" EAST, A DISTANCE OF 70.00 FEET TO A POINT FOR CORNER;

SOUTH 89° 13' 00" EAST, A DISTANCE OF 68.53 FEET TO A POINT FOR CORNER;

SOUTH 85° 16' 58" EAST, A DISTANCE OF 62.69 FEET TO A POINT FOR CORNER;

SOUTH 81° 31' 51" EAST, A DISTANCE OF 62.50 FEET TO A POINT FOR CORNER;

SOUTH 81° 31' 51" EAST, A DISTANCE OF 57.71 FEET TO A POINT FOR CORNER;

NORTH 03° 53' 08" WEST, A DISTANCE OF 66.33 FEET TO A POINT FOR CORNER;

SOUTH 86° 06' 51" WEST, A DISTANCE OF 50.50 FEET TO A POINT FOR CORNER;

NORTH 03° 53' 08" WEST, A DISTANCE OF 109.32 FEET TO A POINT FOR CORNER;

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NORTH 86° 06' 52" EAST, A DISTANCE OF 100.50 FEET TO A POINT FOR CORNER;

SOUTH 03° 53' 08" EAST, A DISTANCE OF 109.32 FEET TO A POINT FOR CORNER;

NORTH 86° 06' 52" EAST, A DISTANCE OF 96.00 FEET TO A POINT FOR CORNER;

NORTH 03° 53' 08" WEST, A DISTANCE OF 63.89 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03° 32' 51", A RADIUS OF 2,856.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 05° 39' 33" WEST, 176.80 FEET;

NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 176.83 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02° 15' 50", A RADIUS OF 241.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 85° 42' 55" EAST, 9.52 FEET;

EASTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 9.52 FEET TO A POINT FOR CORNER;

NORTH 84° 35' 00" EAST, A DISTANCE OF 93.00 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00° 21' 34", A RADIUS OF 1,091.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 84° 24' 14" EAST, 6.84 FEET;

EASTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 6.84 FEET TO A POINT FOR CORNER;

NORTH 11° 56' 41" EAST, A DISTANCE OF 15.76 FEET TO A POINT FOR CORNER;

NORTH 06° 33' 15" WEST, A DISTANCE OF 71.14 FEET TO A POINT FOR CORNER;

NORTH 50° 49' 03" WEST, A DISTANCE OF 14.32 FEET TO A POINT FOR CORNER;

NORTH 04° 38' 01" WEST, A DISTANCE OF 49.99 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02° 26' 41", A RADIUS OF 775.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 84° 08' 39" EAST, 33.06 FEET;

EASTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 33.07 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06° 11' 31", A RADIUS OF 975.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 79° 41' 07" EAST, 105.32 FEET;

EASTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 105.37 FEET TO A POINT FOR CORNER;

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

NORTH 76° 35' 22" EAST, A DISTANCE OF 166.57 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24° 57' 14", A RADIUS OF 375.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 64° 06' 44" EAST, 162.04 FEET;

NORTHEASTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 163.32 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 35° 11' 29", A RADIUS OF 325.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 69° 13' 52" EAST, 196.49 FEET;

NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 199.62 FEET TO A POINT FOR CORNER;

NORTH 86° 49' 36" EAST, A DISTANCE OF 67.10 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14° 16' 33", A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 86° 02' 08" EAST, 68.34 FEET;

EASTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 68.52 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR CORNER IN THE EAST LINE OF SAID TRACT 1 AND THE WEST LINE OF CREEKS OF LEGACY WEST PHASE2, AN ADDITION TO THE CITY OF CELINA, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 2020, SLIDE 80, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 00° 29' 21" WEST, WITH THE EAST LINE OF SAID TRACT 1, A DISTANCE OF 1,410.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 142.245 ACRES OF LAND MORE OR LESS.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

TRACT 2

BEING A TRACT OF LAND LOCATION IN THE JOHN M. MCKIM SURVEY, ABSTRACT NO. 889, DENTON COUNTY, TEXAS, AND BEING PART OF THAT TRACT OF LAND DESCRIBED AS TRACT 1 IN DEED TO TELLUS TEXAS I, LLC, RECORDED IN DOCUMENT NO. 2021-137876, OFFICIAL RECORDS, DENTON COUNTY, TEXAS, (O.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD FOUND AT NORTHEASTERLY INTERIOR ELL CORNER OF SAID TRACT 1 AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN RIGHT-OF-WAY DEED TO CITY OF CELINA, RECORDED IN DOCUMENT NUMBER 2008-9821, O.R.D.C.T.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

THENCE NORTH 29° 15' 04" WEST, A DISTANCE OF 80.63 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET FOR THE POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREIN;

THENCE NORTH 89° 30' 39" WEST, A DISTANCE OF 587.82 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 18° 03' 19", A RADIUS OF 505.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 47° 26' 36" WEST, 158.48 FEET;

THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 159.14 TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET;

THENCE NORTH 14° 01' 30" WEST, A DISTANCE OF 14.62 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET;

THENCE NORTH 28° 59' 19" EAST, A DISTANCE OF 65.25 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05° 04' 18", A RADIUS OF 830.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 26° 27' 10" EAST, 73.45 FEET;

THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 73.47 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET AT THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27° 48' 09", A RADIUS OF 630.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 10° 00' 56" EAST, 302.71 FEET;

THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 305.70 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET;

THENCE NORTH 03° 53' 08" WEST, A DISTANCE OF 273.56 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00° 03' 46", A RADIUS OF 3,030.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 03° 55' 01" WEST, 3.33 FEET;

THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 3.33 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET;

THENCE NORTH 39° 54' 56" EAST, A DISTANCE OF 14.41 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06° 12' 51", A RADIUS OF 280.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 79° 41' 47" EAST, 30.35 FEET;

THENCE EASTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 30.37 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET;

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

THENCE NORTH 76° 35' 22" EAST, A DISTANCE OF 355.59 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13° 53' 59", A RADIUS OF 220.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 83° 32' 21" EAST, 53.24 FEET;

THENCE EASTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 53.37 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET;

THENCE SOUTH 89° 30' 39" EAST, A DISTANCE OF 179.87 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “RPLS 5674” SET;

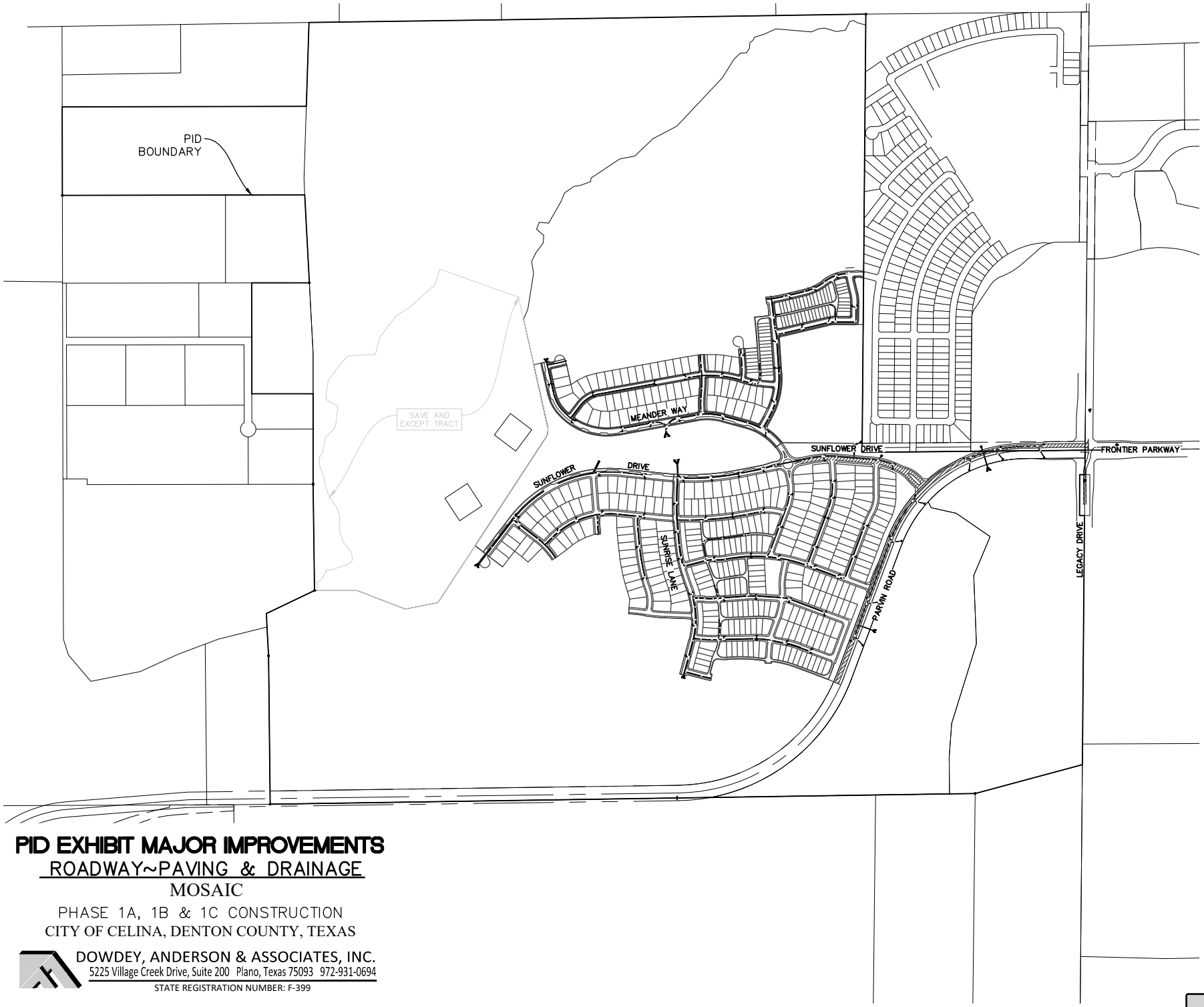
THENCE SOUTH 00° 29' 21" WEST, A DISTANCE OF 927.02 FEET TO THE POINT OF BEGINNING, AND CONTAINING 12.778 ACRES OF LAND, MORE OR LESS.

LEAVING A NET ACREAGE OF 129.467 ACRES.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)



PID EXHIBIT MAJOR IMPROVEMENTS

ROADWAY~PAVING & DRAINAGE

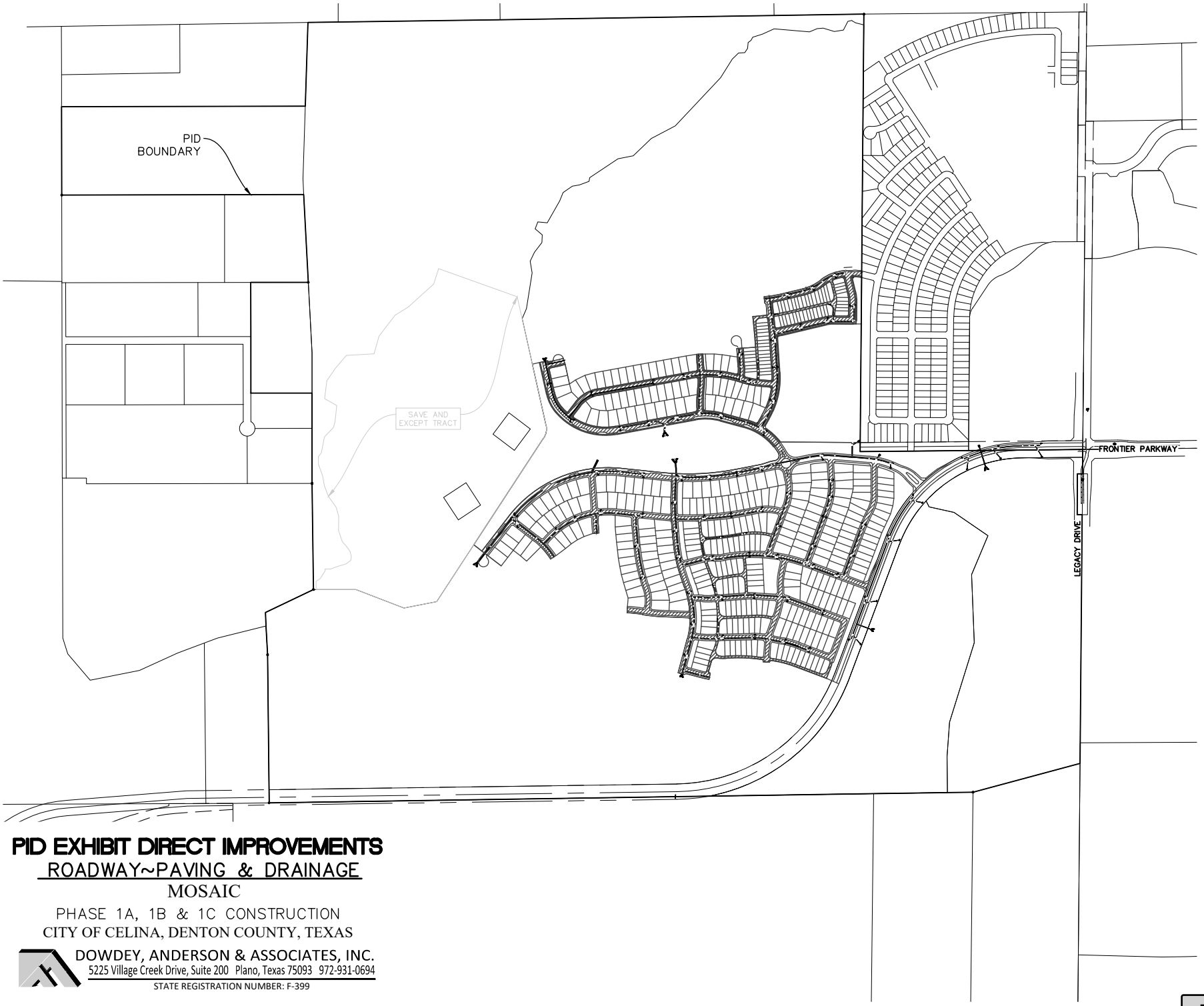
MOSAIC

PHASE 1A, 1B & 1C CONSTRUCTION

CITY OF CELINA, DENTON COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)



PID EXHIBIT DIRECT IMPROVEMENTS

ROADWAY~PAVING & DRAINAGE

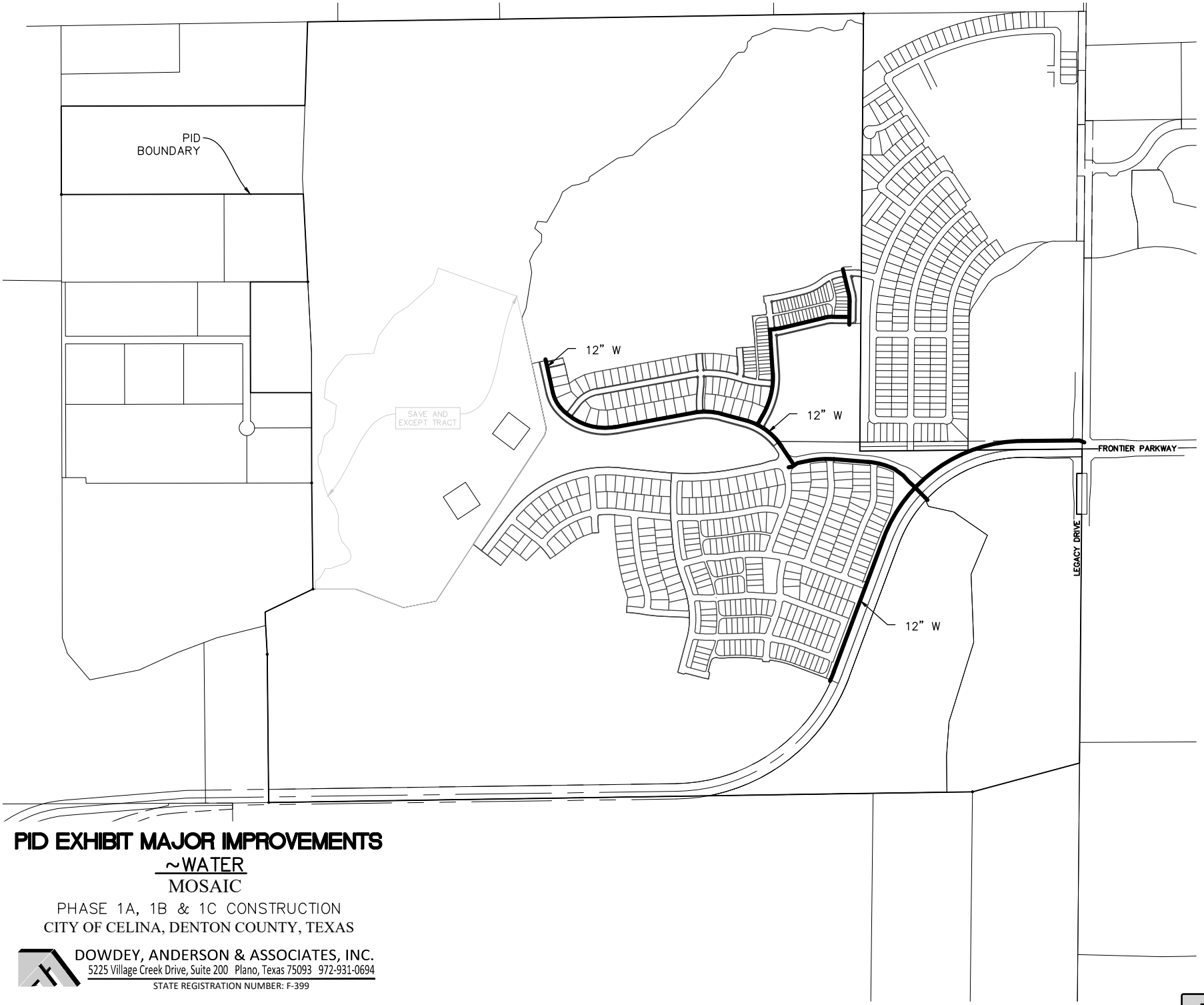
MOSAIC

PHASE 1A, 1B & 1C CONSTRUCTION

CITY OF CELINA, DENTON COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)



PID EXHIBIT MAJOR IMPROVEMENTS

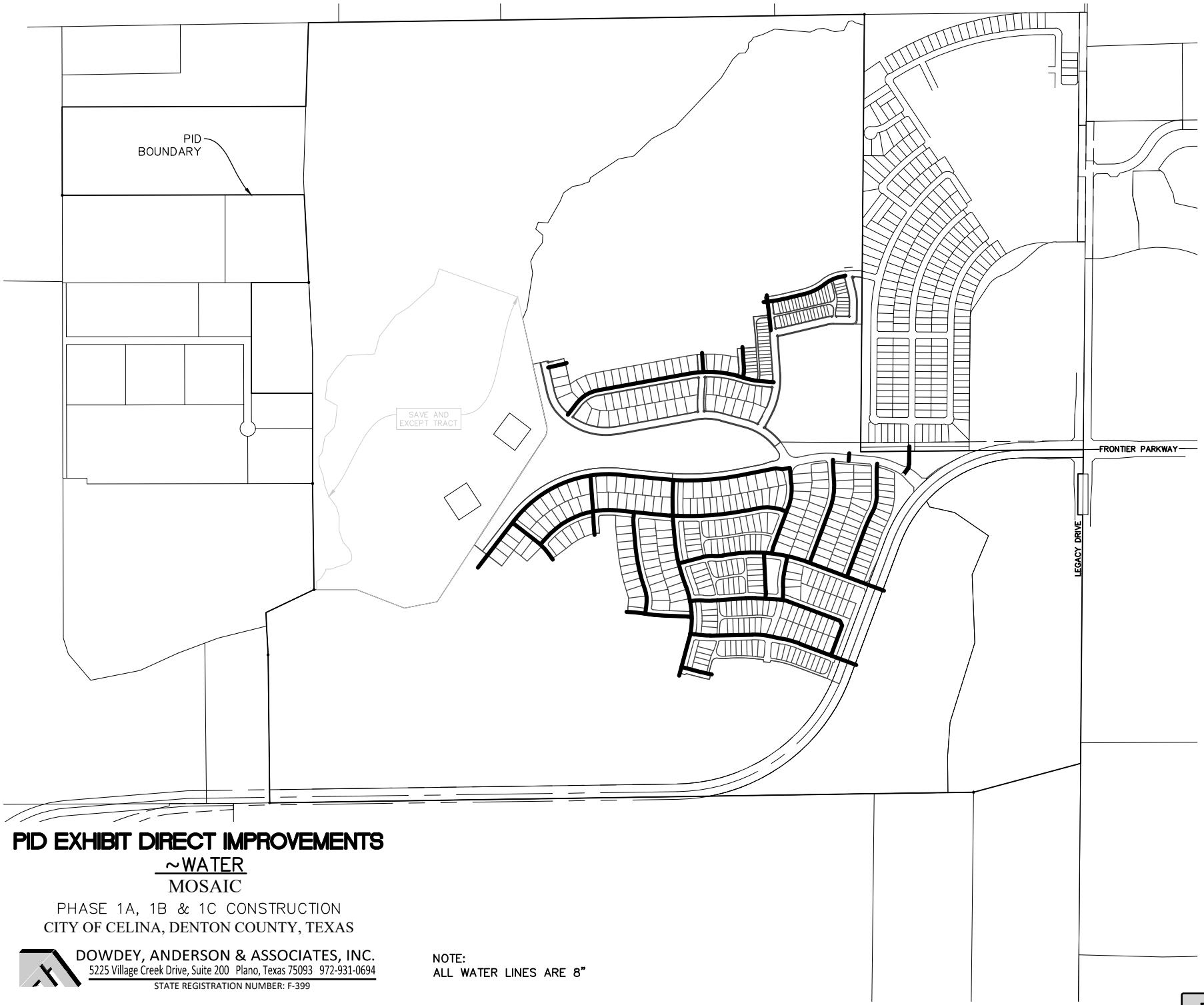
~WATER

MOSAIC

PHASE 1A, 1B & 1C CONSTRUCTION
CITY OF CELINA, DENTON COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)



PID EXHIBIT DIRECT IMPROVEMENTS

~WATER

MOSAIC

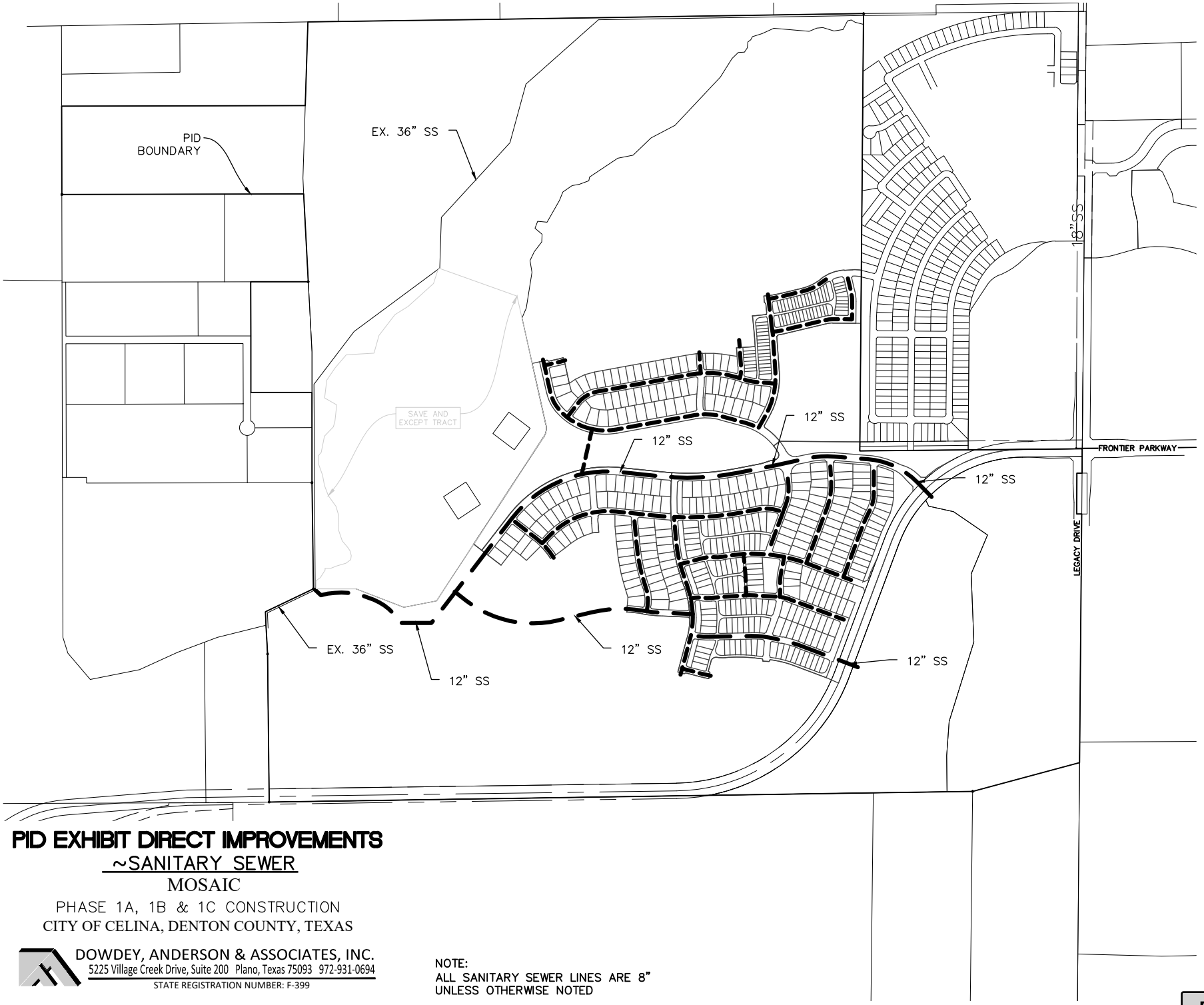
PHASE 1A, 1B & 1C CONSTRUCTION

CITY OF CELINA, DENTON COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

NOTE:
ALL WATER LINES ARE 8"

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)



PID EXHIBIT DIRECT IMPROVEMENTS

~SANITARY SEWER

MOSAIC

PHASE 1A, 1B & 1C CONSTRUCTION

CITY OF CELINA, DENTON COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

NOTE:
ALL SANITARY SEWER LINES ARE 8"
UNLESS OTHERWISE NOTED

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

APPENDIX E
PID ASSESSMENT NOTICE

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Mosaic Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of seven Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 70 feet, as provided by the development standards shown in the Development Agreement.

"Lot Type 2" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 60 feet, as provided by the development standards shown in the Development Agreement.

"Lot Type 3" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet, as provided by the development standards shown in the Development Agreement.

"Lot Type 4" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 40 feet, as provided by the development standards shown in the Development Agreement.

"Lot Type 5" means lots identified as such on the Assessment Roll, which are referred to as "Townhomes" and being generally lots for an attached single family dwelling unit on individually platted lots, as provided by the development standards shown in the Development Agreement.

"Lot Type 6" means lots identified as such on the Assessment Roll, which are referred to as multi-family units and being generally dwelling units or suite of rooms on one or more floors of a multi-family building, as provided by the development standards shown in the Development Agreement.

"Lot Type 7" means lots identified as such on the Assessment Roll, being lots typically zoned as commercial, as provided by the development standards shown in the Development Agreement.

A) Proposed Development

Table F-1 shows the proposed residential units to be developed within the PID.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

Table F-1
Proposed Development within the PID

Proposed Development	Quantity	Measurement
Residential:		
Single-Family - 70 Ft	161	Units
Single-Family - 60 Ft	488	Units
Single-Family - 50 Ft	465	Units
Single-Family - 40 Ft	356	Units
Townhomes	210	Units
Multi-Family	336	Units
Subtotal - Residential	**2,016**	**Units**
Non-Residential:		
Commercial	56	1,000 GSF
Subtotal – Non-Residential	**56**	**1,000 GSF**

Table F-2 shows the proposed residential units within Phase #1.

Table F-2
Proposed Development – Phase #1

Description	Proposed Development	
Single-Family - 70 Ft	62	Units
Single-Family - 60 Ft	109	Units
Single-Family - 50 Ft	110	Units
Single-Family - 40 Ft	86	Units
Townhomes	68	Units
Total	**435**	**Units**

Table F-3 shows the proposed residential units within the Future Phases.

Table F-3
Proposed Development –Future Phases

Proposed Development	Quantity	Measurement
Residential:		
Single-Family - 70 Ft	99	Units
Single-Family - 60 Ft	379	Units
Single-Family - 50 Ft	355	Units
Single-Family - 40 Ft	270	Units
Townhomes	142	Units
Multi-Family	336	Units
Subtotal - Residential	**1,581**	**Units**
Non-Residential:		
Commercial	56	1,000 GSF
Subtotal – Non-Residential	**56**	**1,000 GSF**

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

B) Calculation of Equivalent Units

As explained under Section IV.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements to be financed with the Phase #1 Bonds and Phase #1 Reimbursement Agreement Obligation shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels within Phase #1 based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to Phase #1 Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 70 Ft, 60 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (70 Ft Lots) representing the highest value to Lot Type 5 (Townhomes) representing the lowest value for single-family residential lots as well as Lot Type 6 (Multi-Family), and Lot Type 7 (Commercial)) are set forth in Table F-4. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (70 Ft Lots) to 1.0.

Table F-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (70 Ft)	$798,000	1.00	per dwelling unit
Lot Type 2 (60 Ft)	$670,000	0.84	per dwelling unit
Lot Type 3 (50 Ft)	$633,000	0.79	per dwelling unit
Lot Type 4 (40 Ft)	$468,000	0.59	per dwelling unit
Lot Type 5 (Townhomes)	$374,000	0.47	per dwelling unit
Lot Type 6 (Multi-Family)	$145,000	0.18	per dwelling unit
Lot Type 7 (Commercial)	$225,000	0.28	per 1,000 GSF

The total estimated Equivalent Units for the Future Phases are shown in Table F-5 as calculated based on the Equivalent Unit factors shown in Table F-4, estimated Lot Types and number of units estimated to be built within the Future Phases.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

Table F-5
Estimated Equivalent Units –Future Phases

Lot Type	Planned No. of Units/1,000 GSF	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70 Ft)	99	1.00	99.00
Lot Type 2 (60 Ft)	379	0.84	318.21
Lot Type 3 (50 Ft)	355	0.79	281.60
Lot Type 4 (40 Ft)	270	0.59	158.35
Lot Type 5 (Townhomes)	142	0.47	66.55
Lot Type 6 (Multi-Family)	336	0.18	61.05
Lot Type 7 (Commercial)	56	0.28	15.79
Total	**1,637**		**1,000.55**

The total estimated Equivalent Units for Phase #1 are shown in Table F-6 as calculated based on the Equivalent Unit factors shown in Table F-4, estimated Lot Types and number of units estimated to be built within Phase #1.

Table F-6
Estimated Equivalent Units - Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70 Ft)	62	1.00	62.00
Lot Type 2 (60 Ft)	109	0.84	91.52
Lot Type 3 (50 Ft)	110	0.79	87.26
Lot Type 4 (40 Ft)	86	0.59	50.44
Lot Type 5 (Townhomes)	68	0.47	31.87
Total	**435**		**323.08**

C) Allocation of Assessments to Lots within Phase #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Bonds and Phase #1 Reimbursement Agreement Obligation, which represents the total Assessment to be allocated on all Parcels within Phase #1, is $22,348,000. As shown in Table F-6, there are a total of 323.08 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of $69,172.22.

The Assessment per dwelling unit or acre within Phase #1 is calculated as the product of (i) $69,172.22 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 1 (70 Ft Lot) dwelling unit is $69,172.22 (i.e., $69,172.22 x 1.00). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $58,076.92 (i.e., $69,172.22 x 0.84). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $54,869.69 (i.e., $69,172.22 x 0.79). The Assessment for a Lot Type 4 (40 Ft Lot) dwelling unit is $40,567.16 (i.e., $69,172.22 x 0.59). The Assessment for a Lot Type 5 (Townhomes) dwelling unit is $32,419.06

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

(i.e., $69,172.22 x 0.47). Table F-7 sets forth the Assessment per dwelling unit for each Lot Type in Phase #1.

Table F-7
Assessment Per Unit – Phase #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (70 Ft)	62	$69,172.22	1.00	$69,172.22	per dwelling unit	$4,288,677
Lot Type 2 (60 Ft)	109	$69,172.22	0.84	$58,076.92	per dwelling unit	$6,330,385
Lot Type 3 (50 Ft)	110	$69,172.22	0.79	$54,869.69	per dwelling unit	$6,035,666
Lot Type 4 (40 Ft)	86	$69,172.22	0.59	$40,567.16	per dwelling unit	$3,488,776
Lot Type 5 (Townhomes)	68	$69,172.22	0.47	$32,419.06	per dwelling unit	$2,204,496
Total	**435**					**$22,348,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-8.

Table F-8
Projected Leverage – Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (70 Ft)	62	$144,900	$798,000	$69,172.22	2.09	11.54
Lot Type 2 (60 Ft)	109	$124,200	$670,000	$58,076.92	2.14	11.54
Lot Type 3 (50 Ft)	110	$103,500	$633,000	$54,869.69	1.89	11.54
Lot Type 4 (40 Ft)	86	$82,800	$468,000	$40,567.16	2.04	11.54
Lot Type 5 (Townhomes)	68	$72,000	$374,000	$32,419.06	2.22	11.54

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-9.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

Table F-9
Estimated Tax Rate Equivalent per unit – Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)[1]
Lot Type 1 (70 Ft)	62	$144,900	$798,000	$5,580.90	$3.8516	$0.6994
Lot Type 2 (60 Ft)	109	$124,200	$670,000	$4,685.72	$3.7727	$0.6994
Lot Type 3 (50 Ft)	110	$103,500	$633,000	$4,426.96	$4.2773	$0.6994
Lot Type 4 (40 Ft)	86	$82,800	$468,000	$3,273.01	$3.9529	$0.6994
Lot Type 5 (Townhomes)	68	$72,000	$374,000	$2,615.61	$3.6328	$0.6994

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

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

APPENDIX G
PROPOSED PHASE #1 ASSESSMENT ROLL

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

Appendix G-1
Proposed Phase #1 Assessment Roll

Parcel	**983680 and 983685**
Equivalent Units	**323.08**
Assessment	**$22,348,000**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/30/23	$0	$0	$0	$0	$0	$0
9/30/24	$1,302,037	$484,284	$51,000	$79,615	($1,302,037)	$614,899
9/30/25	$1,197,188	$474,428	$52,020	$79,615	$0	$1,803,250
9/30/26	$1,197,563	$474,181	$53,060	$78,605	$0	$1,803,409
9/30/27	$1,197,125	$474,634	$54,122	$77,530	$0	$1,803,410
9/30/28	$1,196,875	$473,724	$55,204	$76,390	$0	$1,802,193
9/30/29	$1,197,750	$474,514	$56,308	$75,180	$0	$1,803,752
9/30/30	$1,197,625	$473,881	$57,434	$73,890	$0	$1,802,830
9/30/31	$1,197,500	$473,886	$58,583	$72,520	$0	$1,802,489
9/30/32	$1,198,313	$474,469	$59,755	$71,065	$0	$1,803,601
9/30/33	$1,197,938	$474,570	$60,950	$69,515	$0	$1,802,972
9/30/34	$1,199,375	$474,188	$62,169	$67,870	$0	$1,803,602
9/30/35	$1,199,438	$474,324	$63,412	$66,115	$0	$1,803,288
9/30/36	$1,200,125	$473,917	$64,680	$64,250	$0	$1,802,972
9/30/37	$1,200,313	$473,967	$65,974	$62,265	$0	$1,802,519
9/30/38	$1,201,938	$474,415	$67,293	$60,155	$0	$1,803,801
9/30/39	$1,202,813	$474,199	$68,639	$57,905	$0	$1,803,556
9/30/40	$1,202,875	$474,320	$70,012	$55,510	$0	$1,802,717
9/30/41	$1,204,063	$474,717	$71,412	$52,965	$0	$1,803,157
9/30/42	$1,206,188	$474,331	$72,841	$50,255	$0	$1,803,614
9/30/43	$1,207,063	$474,160	$74,297	$47,365	$0	$1,802,885
9/30/44	$1,208,625	$474,146	$75,783	$44,290	$0	$1,802,844
9/30/45	$1,210,688	$474,226	$77,299	$41,015	$0	$1,803,228
9/30/46	$1,212,063	$474,342	$78,845	$37,525	$0	$1,802,775
9/30/47	$1,214,625	$474,433	$80,422	$33,810	$0	$1,803,290
9/30/48	$1,217,125	$474,439	$82,030	$29,850	$0	$1,803,444
9/30/49	$1,219,375	$474,299	$83,671	$25,630	$0	$1,802,974
9/30/50	$1,222,188	$473,952	$85,344	$21,135	$0	$1,802,619
9/30/51	$1,225,313	$474,340	$87,051	$16,345	$0	$1,803,049
9/30/52	$1,228,500	$474,340	$88,792	$11,240	$0	$1,802,873
9/30/53	$1,232,500	$472,894	$90,568	$5,800	$0	$1,801,762
Total	**$36,295,099**	**$14,236,518**	**$2,068,972**	**$1,605,220**	**($1,302,037)**	**$52,903,773**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds and Phase #1 Reimbursement Agreement Obligation.

[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an estimated interest rate of 6.25% and will be updated at the time of Bond issuance. Interest on the Phase #1 Bonds for years 2023 and 2024 is being funded with capitalized interest.

[3]Represents the principal and interest on the Phase #1 Reimbursement Agreement Obligation. Interest is calculated using an estimated interest rate of 6.03% and will be updated at the time of Assessment levy. Interest on the Phase #1 Reimbursement Agreement Obligation for year 2023 will be collected together with the first annual installment due by January 31, 2024.

[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Bond proceeds.

[5]Additional Interest is only charged on the portion of the Assessments associated with the Phase #1 Bonds.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

Appendix G-2
Proposed Phase #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (70 Ft)**
Equivalent Units	**$69,172.22**
Assessment	**1.00**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/30/23	$0	$0	$0	$0	$0	$0
9/30/24	$4,030	$1,499	$158	$246	($4,030)	$1,903
9/30/25	$3,706	$1,468	$161	$246	$0	$5,581
9/30/26	$3,707	$1,468	$164	$243	$0	$5,582
9/30/27	$3,705	$1,469	$168	$240	$0	$5,582
9/30/28	$3,705	$1,466	$171	$236	$0	$5,578
9/30/29	$3,707	$1,469	$174	$233	$0	$5,583
9/30/30	$3,707	$1,467	$178	$229	$0	$5,580
9/30/31	$3,707	$1,467	$181	$224	$0	$5,579
9/30/32	$3,709	$1,469	$185	$220	$0	$5,583
9/30/33	$3,708	$1,469	$189	$215	$0	$5,581
9/30/34	$3,712	$1,468	$192	$210	$0	$5,583
9/30/35	$3,713	$1,468	$196	$205	$0	$5,582
9/30/36	$3,715	$1,467	$200	$199	$0	$5,581
9/30/37	$3,715	$1,467	$204	$193	$0	$5,579
9/30/38	$3,720	$1,468	$208	$186	$0	$5,583
9/30/39	$3,723	$1,468	$212	$179	$0	$5,582
9/30/40	$3,723	$1,468	$217	$172	$0	$5,580
9/30/41	$3,727	$1,469	$221	$164	$0	$5,581
9/30/42	$3,733	$1,468	$225	$156	$0	$5,583
9/30/43	$3,736	$1,468	$230	$147	$0	$5,580
9/30/44	$3,741	$1,468	$235	$137	$0	$5,580
9/30/45	$3,747	$1,468	$239	$127	$0	$5,581
9/30/46	$3,752	$1,468	$244	$116	$0	$5,580
9/30/47	$3,760	$1,468	$249	$105	$0	$5,582
9/30/48	$3,767	$1,468	$254	$92	$0	$5,582
9/30/49	$3,774	$1,468	$259	$79	$0	$5,581
9/30/50	$3,783	$1,467	$264	$65	$0	$5,580
9/30/51	$3,793	$1,468	$269	$51	$0	$5,581
9/30/52	$3,802	$1,468	$275	$35	$0	$5,580
9/30/53	$3,815	$1,464	$280	$18	$0	$5,577
Total	**$108,527**	**$42,602**	**$6,124**	**$4,951**	**($4,030)**	**$158,173**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds and Phase #1 Reimbursement Agreement Obligation.
[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an estimated interest rate of 6.25% and will be updated at the time of Bond issuance. Interest on the Phase #1 Bonds for years 2023 and 2024 is being funded with capitalized interest.
[3]Represents the principal and interest on the Phase #1 Reimbursement Agreement Obligation. Interest is calculated using an estimated interest rate of 6.03% and will be updated at the time of Assessment levy. Interest on the Phase #1 Reimbursement Agreement Obligation for year 2023 will be collected together with the first annual installment due by January 31, 2024.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Bond proceeds.
[5]Additional Interest is only charged on the portion of the Assessments associated with the Phase #1 Bonds.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

Appendix G-3
Proposed Phase #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Equivalent Units	**$58,076.92**
Assessment	**0.84**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/30/23	$0	$0	$0	$0	$0	$0
9/30/24	$3,384	$1,259	$133	$207	($3,384)	$1,598
9/30/25	$3,111	$1,233	$135	$207	$0	$4,686
9/30/26	$3,112	$1,232	$138	$204	$0	$4,687
9/30/27	$3,111	$1,233	$141	$201	$0	$4,687
9/30/28	$3,110	$1,231	$143	$199	$0	$4,683
9/30/29	$3,113	$1,233	$146	$195	$0	$4,688
9/30/30	$3,112	$1,231	$149	$192	$0	$4,685
9/30/31	$3,112	$1,232	$152	$188	$0	$4,684
9/30/32	$3,114	$1,233	$155	$185	$0	$4,687
9/30/33	$3,113	$1,233	$158	$181	$0	$4,685
9/30/34	$3,117	$1,232	$162	$176	$0	$4,687
9/30/35	$3,117	$1,233	$165	$172	$0	$4,686
9/30/36	$3,119	$1,232	$168	$167	$0	$4,685
9/30/37	$3,119	$1,232	$171	$162	$0	$4,684
9/30/38	$3,124	$1,233	$175	$156	$0	$4,688
9/30/39	$3,126	$1,232	$178	$150	$0	$4,687
9/30/40	$3,126	$1,233	$182	$144	$0	$4,685
9/30/41	$3,129	$1,234	$186	$138	$0	$4,686
9/30/42	$3,135	$1,233	$189	$131	$0	$4,687
9/30/43	$3,137	$1,232	$193	$123	$0	$4,685
9/30/44	$3,141	$1,232	$197	$115	$0	$4,685
9/30/45	$3,146	$1,232	$201	$107	$0	$4,686
9/30/46	$3,150	$1,233	$205	$98	$0	$4,685
9/30/47	$3,157	$1,233	$209	$88	$0	$4,686
9/30/48	$3,163	$1,233	$213	$78	$0	$4,687
9/30/49	$3,169	$1,233	$217	$67	$0	$4,685
9/30/50	$3,176	$1,232	$222	$55	$0	$4,685
9/30/51	$3,184	$1,233	$226	$42	$0	$4,686
9/30/52	$3,193	$1,233	$231	$29	$0	$4,685
9/30/53	$3,203	$1,229	$235	$15	$0	$4,682
Total	**$91,119**	**$35,768**	**$5,141**	**$4,156**	**($3,384)**	**$132,801**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds and Phase #1 Reimbursement Agreement Obligation.
[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an estimated interest rate of 6.25% and will be updated at the time of Bond issuance. Interest on the Phase #1 Bonds for years 2023 and 2024 is being funded with capitalized interest.
[3]Represents the principal and interest on the Phase #1 Reimbursement Agreement Obligation. Interest is calculated using an estimated interest rate of 6.03% and will be updated at the time of Assessment levy. Interest on the Phase #1 Reimbursement Agreement Obligation for year 2023 will be collected together with the first annual installment due by January 31, 2024.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Bond proceeds.
[5]Additional Interest is only charged on the portion of the Assessments associated with the Phase #1 Bonds.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

Appendix G-4
Proposed Phase #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Equivalent Units	**$54,869.69**
Assessment	**0.79**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/30/23	$0	$0	$0	$0	$0	$0
9/30/24	$3,197	$1,189	$125	$195	($3,197)	$1,510
9/30/25	$2,939	$1,165	$128	$195	$0	$4,427
9/30/26	$2,940	$1,164	$130	$193	$0	$4,428
9/30/27	$2,939	$1,165	$133	$190	$0	$4,428
9/30/28	$2,939	$1,163	$136	$188	$0	$4,425
9/30/29	$2,941	$1,165	$138	$185	$0	$4,429
9/30/30	$2,940	$1,163	$141	$181	$0	$4,426
9/30/31	$2,940	$1,164	$144	$178	$0	$4,426
9/30/32	$2,942	$1,165	$147	$174	$0	$4,428
9/30/33	$2,941	$1,165	$150	$171	$0	$4,427
9/30/34	$2,945	$1,164	$153	$167	$0	$4,428
9/30/35	$2,945	$1,165	$156	$162	$0	$4,428
9/30/36	$2,947	$1,164	$159	$158	$0	$4,427
9/30/37	$2,947	$1,164	$162	$153	$0	$4,426
9/30/38	$2,951	$1,165	$165	$148	$0	$4,429
9/30/39	$2,953	$1,164	$169	$142	$0	$4,428
9/30/40	$2,953	$1,165	$172	$136	$0	$4,426
9/30/41	$2,956	$1,166	$175	$130	$0	$4,427
9/30/42	$2,961	$1,165	$179	$123	$0	$4,428
9/30/43	$2,964	$1,164	$182	$116	$0	$4,427
9/30/44	$2,967	$1,164	$186	$109	$0	$4,426
9/30/45	$2,973	$1,164	$190	$101	$0	$4,427
9/30/46	$2,976	$1,165	$194	$92	$0	$4,426
9/30/47	$2,982	$1,165	$197	$83	$0	$4,428
9/30/48	$2,988	$1,165	$201	$73	$0	$4,428
9/30/49	$2,994	$1,165	$205	$63	$0	$4,427
9/30/50	$3,001	$1,164	$210	$52	$0	$4,426
9/30/51	$3,008	$1,165	$214	$40	$0	$4,427
9/30/52	$3,016	$1,165	$218	$28	$0	$4,426
9/30/53	$3,026	$1,161	$222	$14	$0	$4,424
Total	**$86,087**	**$33,793**	**$4,857**	**$3,927**	**($3,197)**	**$125,468**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds and Phase #1 Reimbursement Agreement Obligation.
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[3]Represents the principal and interest on the Phase #1 Reimbursement Agreement Obligation. Interest is calculated using an estimated interest rate of 6.03% and will be updated at the time of Assessment levy. Interest on the Phase #1 Reimbursement Agreement Obligation for year 2023 will be collected together with the first annual installment due by January 31, 2024.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Bond proceeds.
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Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

Appendix G-5
Proposed Phase #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 4 (40 Ft)**
Equivalent Units	**$40,567.16**
Assessment	**0.59**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/30/23	$0	$0	$0	$0	$0	$0
9/30/24	$2,364	$879	$93	$145	($2,364)	$1,116
9/30/25	$2,173	$861	$94	$145	$0	$3,273
9/30/26	$2,174	$861	$96	$143	$0	$3,274
9/30/27	$2,173	$862	$98	$141	$0	$3,274
9/30/28	$2,173	$860	$100	$139	$0	$3,271
9/30/29	$2,174	$861	$102	$136	$0	$3,274
9/30/30	$2,174	$860	$104	$134	$0	$3,273
9/30/31	$2,174	$860	$106	$132	$0	$3,272
9/30/32	$2,175	$861	$108	$129	$0	$3,274
9/30/33	$2,175	$861	$111	$126	$0	$3,273
9/30/34	$2,177	$861	$113	$123	$0	$3,274
9/30/35	$2,177	$861	$115	$120	$0	$3,273
9/30/36	$2,179	$860	$117	$117	$0	$3,273
9/30/37	$2,179	$860	$120	$113	$0	$3,272
9/30/38	$2,182	$861	$122	$109	$0	$3,274
9/30/39	$2,183	$861	$125	$105	$0	$3,274
9/30/40	$2,184	$861	$127	$101	$0	$3,272
9/30/41	$2,186	$862	$130	$96	$0	$3,273
9/30/42	$2,190	$861	$132	$91	$0	$3,274
9/30/43	$2,191	$861	$135	$86	$0	$3,273
9/30/44	$2,194	$861	$138	$80	$0	$3,273
9/30/45	$2,198	$861	$140	$74	$0	$3,273
9/30/46	$2,200	$861	$143	$68	$0	$3,272
9/30/47	$2,205	$861	$146	$61	$0	$3,273
9/30/48	$2,209	$861	$149	$54	$0	$3,274
9/30/49	$2,213	$861	$152	$47	$0	$3,273
9/30/50	$2,219	$860	$155	$38	$0	$3,272
9/30/51	$2,224	$861	$158	$30	$0	$3,273
9/30/52	$2,230	$861	$161	$20	$0	$3,273
9/30/53	$2,237	$858	$164	$11	$0	$3,271
Total	**$63,647**	**$24,984**	**$3,591**	**$2,903**	**($2,364)**	**$92,763**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds and Phase #1 Reimbursement Agreement Obligation.
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[3]Represents the principal and interest on the Phase #1 Reimbursement Agreement Obligation. Interest is calculated using an estimated interest rate of 6.03% and will be updated at the time of Assessment levy. Interest on the Phase #1 Reimbursement Agreement Obligation for year 2023 will be collected together with the first annual installment due by January 31, 2024.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Bond proceeds.
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Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

Appendix G-6
Proposed Phase #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 5 (Townhomes)**
Equivalent Units	**$32,419.06**
Assessment	**0.47**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/30/23	$0	$0	$0	$0	$0	$0
9/30/24	$1,889	$703	$74	$115	($1,889)	$892
9/30/25	$1,737	$688	$75	$115	$0	$2,616
9/30/26	$1,737	$688	$77	$114	$0	$2,616
9/30/27	$1,737	$689	$79	$112	$0	$2,616
9/30/28	$1,736	$687	$80	$111	$0	$2,614
9/30/29	$1,738	$688	$82	$109	$0	$2,617
9/30/30	$1,737	$687	$83	$107	$0	$2,615
9/30/31	$1,737	$687	$85	$105	$0	$2,615
9/30/32	$1,738	$688	$87	$103	$0	$2,616
9/30/33	$1,738	$688	$88	$101	$0	$2,615
9/30/34	$1,740	$688	$90	$98	$0	$2,616
9/30/35	$1,740	$688	$92	$96	$0	$2,616
9/30/36	$1,741	$687	$94	$93	$0	$2,615
9/30/37	$1,741	$688	$96	$90	$0	$2,615
9/30/38	$1,744	$688	$98	$87	$0	$2,617
9/30/39	$1,745	$688	$100	$84	$0	$2,616
9/30/40	$1,745	$688	$102	$81	$0	$2,615
9/30/41	$1,747	$689	$104	$77	$0	$2,616
9/30/42	$1,750	$688	$106	$73	$0	$2,616
9/30/43	$1,751	$688	$108	$69	$0	$2,615
9/30/44	$1,753	$688	$110	$64	$0	$2,615
9/30/45	$1,756	$688	$112	$59	$0	$2,616
9/30/46	$1,758	$688	$114	$54	$0	$2,615
9/30/47	$1,762	$688	$117	$49	$0	$2,616
9/30/48	$1,766	$688	$119	$43	$0	$2,616
9/30/49	$1,769	$688	$121	$37	$0	$2,615
9/30/50	$1,773	$688	$124	$31	$0	$2,615
9/30/51	$1,777	$688	$126	$24	$0	$2,616
9/30/52	$1,782	$688	$129	$16	$0	$2,615
9/30/53	$1,788	$686	$131	$8	$0	$2,614
Total	**$50,863**	**$19,966**	**$2,870**	**$2,320**	**($1,889)**	**$74,131**

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[3]Represents the principal and interest on the Phase #1 Reimbursement Agreement Obligation. Interest is calculated using an estimated interest rate of 6.03% and will be updated at the time of Assessment levy. Interest on the Phase #1 Reimbursement Agreement Obligation for year 2023 will be collected together with the first annual installment due by January 31, 2024.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Bond proceeds.
[5]Additional Interest is only charged on the portion of the Assessments associated with the Phase #1 Bonds.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Celina, Texas on April 11, 2023, at or after 5:00 p.m. at the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009. The public hearing will be held to consider proposed assessments to be levied against the assessable property within Phase #1 of the Mosaic Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The proposed improvements to be undertaken at this time for the benefit of Phase #1 of the District (the "Phase #1 Improvements") include (i) roadway improvements, water improvements, sanitary sewer improvements, storm drainage improvements, and other soft and miscellaneous costs related to the improvements benefitting Phase #1, (ii) payments of expenses incurred in the establishment, administration, and operation of the District; and (iii) payment of expenses associated with financing such public improvement projects which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the property within the District.

The total costs of the Phase #1 Improvements, including administrative costs and the costs of issuing bonds, is approximately $25,533,249.

The total costs of improvements expected to be constructed for the benefit of Phase #1, including, but not limited to, the Phase #1 Improvements and additional major improvements which benefit Phase #1 and are expected to be constructed within the next five years, as well and administrative costs and the costs of issuing bonds is approximately $27,781,294.

The boundaries of the District include approximately 684.752 acres of land generally located one mile west of Dallas Parkway, 2.5 miles north of US 380, adjacent to and west of Legacy Drive, and adjacent to and north of Parvin Road, as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection.

All written or oral objections on the proposed assessments within the District will be considered at the public hearing.

A copy of the proposed Phase #1 Assessment Roll, which includes the assessments proposed to be levied against each parcel of land within Phase #1 of the District that benefits from the Phase #1 Projects, is available for public inspection at the office of the City Secretary, 142 N. Ohio Street, Celina, Texas 75009.

Attachment: Draft Resolution (Mosaic PID – Pre-SAP Resolution)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	Celina Parvin 101 - PID Petition Resolution

Action Requested:
Consider and act upon a Resolution of the City of Celina, Texas, accepting a petition seeking the creation of the Parvin Public Improvement District within the extraterritorial jurisdiction of the City and calling for a public hearing for the City Council's April 11, 2023 meeting. (Celina Parvin 101 – PID Petition Resolution) (Pollard)

Background Information:
Please refer to the attached Resolution for further information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Location Map
- Draft Resolution

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876

Life Connected.

CAREY RD

CRUTCHFIELD RD

BOTHWELL BLVD

SMILEY RD

W FRONTIER PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Celina Parvin Location Map

City of Celina

2/3/2023

N W E S

0 1,000 2,000 Feet

Attachment: Location Map (Celina Parvin 101 – PID Petition Resolution)

CITY OF CELINA, TEXAS
RESOLUTION NO. _____-_____

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING A PETITION CONCERNING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT; FINDING THE PETITION TO BE COMPLIANT WITH APPLICABLE LAWS; APPROVING AND AUTHORIZING THE MAILING AND PUBLICATION OF NOTICE OF PUBLIC HEARING REGARDING THE POSSIBLE CREATION OF A PUBLIC IMPROVEMENT DISTRICT; AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Council of the City (the "City Council") of Celina, Texas (the "City") has received a petition, dated February 16, 2023 (the " Petition"), which Petition is attached hereto as **Exhibit A** and which Petition the City Council hereby finds and determines to be validly submitted, in proper form, and compliant with applicable laws of the State of Texas (the "State") concerning the creation of a public improvement district (the "PID") with boundaries as described in the Petition, to support a development project within the extraterritorial jurisdiction of the City, as required and in compliance with Subchapter A of Chapter 372, as amended, Texas Local Government Code (the "Act"); and

WHEREAS, the Petition indicated: (i) the owner of more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, and (ii) the owner of more than fifty percent (50%) of the area of all taxable real property liable for assessment within the PID executed the Petition; and

WHEREAS, pursuant to the Act, prior to the action of the City Council concerning the creation of the PID, the City Council is required to conduct a public hearing concerning any such creation and provide notice of such public hearing as follows: (i) publish notice thereof in a newspaper of general circulation in the City and in the part of the extraterritorial jurisdiction in which the district is to be located or in which the improvements are to be undertaken, which notice shall contain, at a minimum, the requisite information specified in the Act, and (ii) mail written notice thereof which shall contain, at a minimum, the requisite information specified in the Act to the current address of the owner, as reflected on tax rolls, of property subject to assessment under the proposed PID; and

WHEREAS, the City Council hereby finds and determines that, based on its receipt of the Petition, the City should proceed with the conducting of a public hearing concerning the creation of the PID and the giving of notice of such public hearing in the time, form, and manner provided by law, including the Act; and

WHEREAS, the City Council hereby finds and determines that these actions are in the best interests of the residents of the City; now, therefore

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

SECTION 1: City staff and its advisors have reviewed the Petition and has determined the Petition complies with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary and is available for public inspection.

Attachment: Draft Resolution (Celina Parvin 101 – PID Petition Resolution)

SECTION 2: The City Council calls a public hearing to be scheduled at 5:00 p.m., on April 11, 2023, to be held at 112 N. Colorado Street, Celina, Texas 75009 on the advisability of establishing the PID, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the PID, the method of assessment, and the apportionment, if any, of the costs. All residents and property owners within the proposed PID, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the PID.

SECTION 3: The City Secretary is hereby authorized and directed to cause notice to be published and mailed of the City Council's intention to conduct a public hearing concerning the creation of the PID. The notice of the public hearing regarding the PID creation is hereby approved and authorized to be published and mailed and shall read substantially in the form and content of **Exhibit B** attached hereto, which notice is incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 4: The City Secretary shall cause the aforesaid notice, attached hereto as **Exhibit B**, to be published in a newspaper of general circulation in the City and in the part of the extraterritorial jurisdiction in which the PID is to be located or in which the improvements are to be undertaken before the fifteenth (15th) day before the scheduled date of the public hearing. The City Secretary is hereby authorized and directed to mail notices of the hearing regarding the creation of the PID substantially in the form attached hereto as **Exhibit B** to the current addresses of the owners, as reflected on the tax rolls, of property subject to assessment under the proposed PID and to address such notices to the "Property Owner" before the fifteenth (15th) day before the scheduled date of the public hearing, as required and as provided by the provisions of Section 372.009(d) of the Act.

SECTION 5: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 6: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 7: This Resolution shall be construed and enforced in accordance with the laws of the State and the United States of America.

SECTION 8: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and this City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 9: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 10: This Resolution shall be in force and effect from and after its final passage and it is so resolved.

Attachment: Draft Resolution (Celina Parvin 101 – PID Petition Resolution)

ADOPTED, PASSED, AND APPROVED on this the 14th day of March, 2023.

CITY OF CELINA, TEXAS

_ _____
Mayor

ATTEST:

_____
City Secretary

(CITY SEAL)

Attachment: Draft Resolution (Celina Parvin 101 – PID Petition Resolution)

EXHIBIT A

PETITION
(see attached Petition)

Attachment: Draft Resolution (Celina Parvin 101 – PID Petition Resolution)

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS FOR THE CELINA PARVIN PUBLIC IMPROVEMENT DISTRICT

This petition ("Petition") is submitted and filed with the City Secretary of the City of Celina, Texas ("City"), by RCI Jackson 101, LLC, a Texas limited liability company (the "Petitioner"), owner of one hundred percent (100%) of the real property located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City create a public improvement district (the "District"), to include property located within the extraterritorial jurisdiction of the City, more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B** (the "Property"). In support of this Petition, the Petitioner presents the following:

Section 1. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District, including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (vii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i)-(vi) above, and costs of establishing, administering, and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs (including but not limited to the funding of any capitalized interest and reserve funds), eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment administration and operation of the District, is $30,000,000.00 The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

RECEIVED
FEB 16 2023
City Secretary's Office
City of Celina

Attachment: Draft Resolution (Celina Parvin 101 – PID Petition Resolution)

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

Section 4. Proposed Method of Assessment.

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

Section 5. Proposed Apportionment of Costs between the District and the City.

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

Section 6. Management of the District.

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

Section 7. The Petitioner Requests Establishment of the District. The person(s) signing this Petition request(s) the establishment of the District, is duly authorized, and has the authority to execute and deliver the Petition.

Section 8. Advisory Board.

The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

Section 9. Landowner(s).

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

Attachment: Draft Resolution (Celina Parvin 101 – PID Petition Resolution)

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the creation of the District by the City Council of the City as herein provided. The Petitioner requests that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled.

RESPECTFULLY SUBMITTED, on this the 13th day of FEBRUARY 2023.

PETITIONER:

RCI JACKSON 101, LLC

By: _____
By: Mark D. Smith
Its: Manager

Attachment: Draft Resolution (Celina Parvin 101 – PID Petition Resolution)

EXHIBIT A

Metes and Bounds Description

All that certain tract or parcel of land lying and being situated in Denton County, Texas, a part of the J. RUE SURVEY, ABSTRACT No. 1109, the J. B. RUE SURVEY ABSTRACT No. 1112, the B. L. RUE SURVEY, ABSTRACT No. 1113, and the H. RUE SURVEY, ABSTRACT No. 1111, and being and including all that certain tract said to contain 100 acres as described under the caption "FIRST TRACT" in a deed to Brice Jackson, et al, recorded in Volume 4910, page 2975, Denton County Real Property Records, said tract or parcel of land is herein described as follows; to wit:

BEGINNING at a one-half inch iron rod found in Parvin Road for the southwest corner of the premises herein described, said corner being a re-entrant corner of a record 319.005 acre tract described in a deed to Joe Lynn Carey Ninemire, et al, recorded under Clerk's Document No. 2014-16824, Denton County Real Property Records;
THENCE north 00 degrees 26 minutes 11 seconds west 3180.47 feet to an one-half inch iron rod found on the north line of Abstract No. 1109 at the northeast corner of said 319.005 acre tract for the northwest corner hereof;
THENCE along the established north line of Abstract No. 1109, north 89 degrees 12 minutes 32 seconds east at 57 varas passing the northwest corner of Abstract No. 1112 and in all a total distance of 777.62 feet to an one-half inch iron rod (with cap marked J. E. SMITH 3700) found at the southeast corner of a record 107.00 acre tract described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2006-2064, Denton County Real Property Records, said corner also being the most northerly southwest corner of a 134.58 acre tract described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2006-15660, Denton County Real Property Records;
THENCE the with the established north line of said Abstract No. 1112, north 89 degrees 13 minutes 51 seconds east 705.25 feet to an one-half inch iron rod (with cap marked J. E. SMITH 3700) found for the northeast corner hereof, said corner being a re-entrant corner of said 134.58 acre tract;

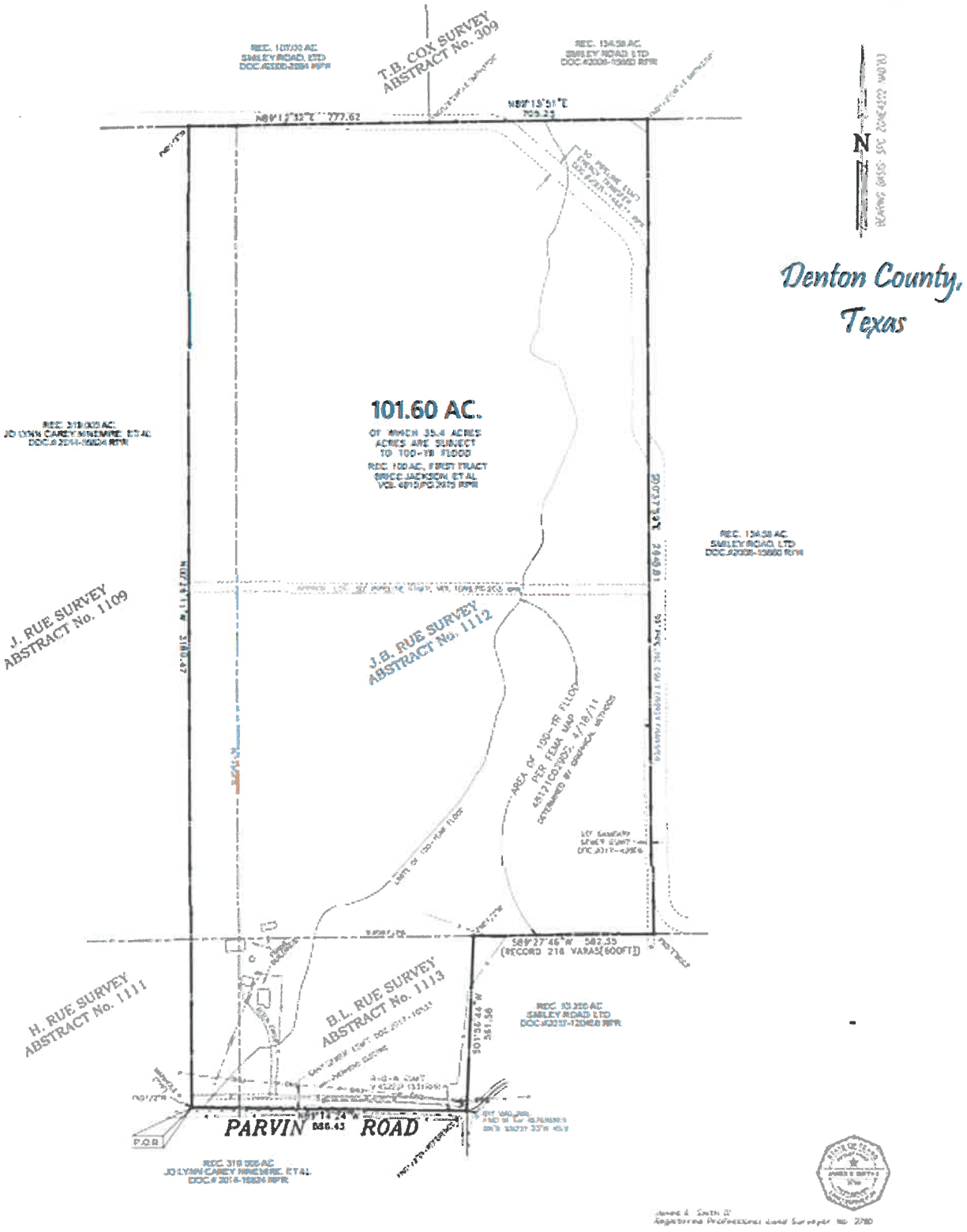
Attachment: Draft Resolution (Celina Parvin 101 – PID Petition Resolution)

THENCE south 00 degrees 37 minutes 59 seconds east 2645.81 feet to an "I bolt" found for the southwest corner of said 134.58 acre tract and the most northerly southeast corner hereof, said corner being on the north line of a tract said to contain 13.205 acres as described in a deed to Smiley Road, LTD, recorded under Clerk's Document No. 2017-12045, Denton County Real Property Records;
THENCE south 89 degrees 27 minutes 46 seconds west 582.35 feet (record 216 varas [600 feet]) to an one-half inch iron rod found at the northwest corner of said 13.205 acre tract for a re-entrant corner hereof;
THENCE south 01 degree 56 minutes 44 seconds west 561.56 feet to a magnail set in Parvin Road at the southeast corner hereof, an iron rod found for reference bears south 50 degrees 21 minutes 33 seconds west 45.2 feet;
THENCE with Parvin Road, north 89 degrees 14 minutes 24 seconds west a distance of 886.43 feet to the Place of BEGINNING and containing 101.60 acres of land.

Attachment: Draft Resolution (Celina Parvin 101 – PID Petition Resolution)

EXHIBIT B

Property Depiction



Attachment: Draft Resolution (Celina Parvin 101 – PID Petition Resolution)

EXHIBIT B

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

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the "Act"), notice is hereby given that the City Council of the City of Celina, Texas ("City"), will hold a public hearing to accept public comments and discuss the petition (the "Petition") filed by the persons identified in the Petition (collectively, the "Petitioners"), requesting that the City create a public improvement district, to be known as the Parvin Public Improvement District (the "District").

Time and Place of the Hearing. The public hearing will start at or after 5:00 p.m., April 11, 2023, at 112 N. Colorado Street, Celina, Texas 75009.

General Nature of the Proposed Authorized Improvements. The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District and which shall promote the interest of the City and confer a special benefit upon the Property, may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District, including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (vii) payment of costs associated with developing and financing the public improvements listed in subsections (i)-(vi) above and costs of establishing, administrating, and operating the District, (collectively, the "Authorized Improvements").

Estimated Cost of the Authorized Improvements. The Petitioner estimates that the total cost of the Authorized Improvements is $30,000,000.

Proposed District Boundaries. The District is proposed to include property owned by the Petitioner consisting of approximately 101.60 acres of property generally north of the intersection of Parvin Road and Good Hope Road, and within the extraterritorial jurisdiction of the City, as more particularly described by a metes and bounds description available at the Celina City Hall and available for public inspection.

Proposed Method of Assessment. The City shall levy assessments on each parcel within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may

Attachment: Draft Resolution (Celina Parvin 101 – PID Petition Resolution)

be paid in full at any time (including interest) and certain assessments may be paid in annual installments (including interest). If allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and the City. The City shall not be obligated to provide any funding to finance the Authorized Improvements, other than from assessments levied in the District. No City property in the District shall be assessed and possible tax increment reinvestment zone revenue. The Petitioners may fund certain improvements from other funds available to the Petitioners.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.

Attachment: Draft Resolution (Celina Parvin 101 – PID Petition Resolution)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	County Road 87 & Section of County Road 90 Name Change

Action Requested:
Consider and act upon a Resolution of the City Council of the City of Celina, Texas, to rename County Road 87 & a section of CR 90 to South Coit Road. (County Road 87 & Section of County Road 90 Name Change) (Colakovic)

Background Information:
The entirety of County Road 87 and a section of County Road 90 is being renamed to South Coit Road. Exhibit A of the attached Resolution shows the renaming limits.

Supporting Documents:
- Draft Resolution

Staff Recommendation:
Approval as presented.

CITY OF CELINA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, RENAMING COUNTY ROAD 87 & A SECTION OF COUNTY ROAD 90 TO SOUTH COIT ROAD

WHEREAS, the City Council of the City of Celina adopted a revised street name approval policy, and map with historic name placeholders on May 12, 2015;

WHEREAS, policies of the City are revised from time-to-time;

WHEREAS, the City Council of the City of Celina desires to honor the historic heritage of the early families who settled in Celina; and

WHEREAS, the City Council of the City of Celina also desires to recognize prominent citizens, both living and deceased;

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

SECTION 1: The following street names shall be changed effective April 21st, pending corresponding County approval on April 17th. Street placards shall be replaced with the adopted names, and notice shall be given to property owners along such streets of the official change:

- County Road 87, from the intersection with Choate Parkway as its Southern Boundary, to the intersection with County Road 90 as its Northern Boundary, shall become South Coit Road, as depicted in Exhibit A.
- A section of County Road 90, from the intersection with County Road 87 as its Southern Boundary, to the intersection with W FM 455 as its Northern Boundary, shall become South Coit Road, as depicted in Exhibit A.

SECTION 2: The City Council reviewed the revised Policy and hereby adopts the same,

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

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of March, 2023.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____

Attachment: Draft Resolution (County Road 87 & Section of County Road 90 Name Change)

Lauren Vaughns, City Secretary
City of Celina, Texas

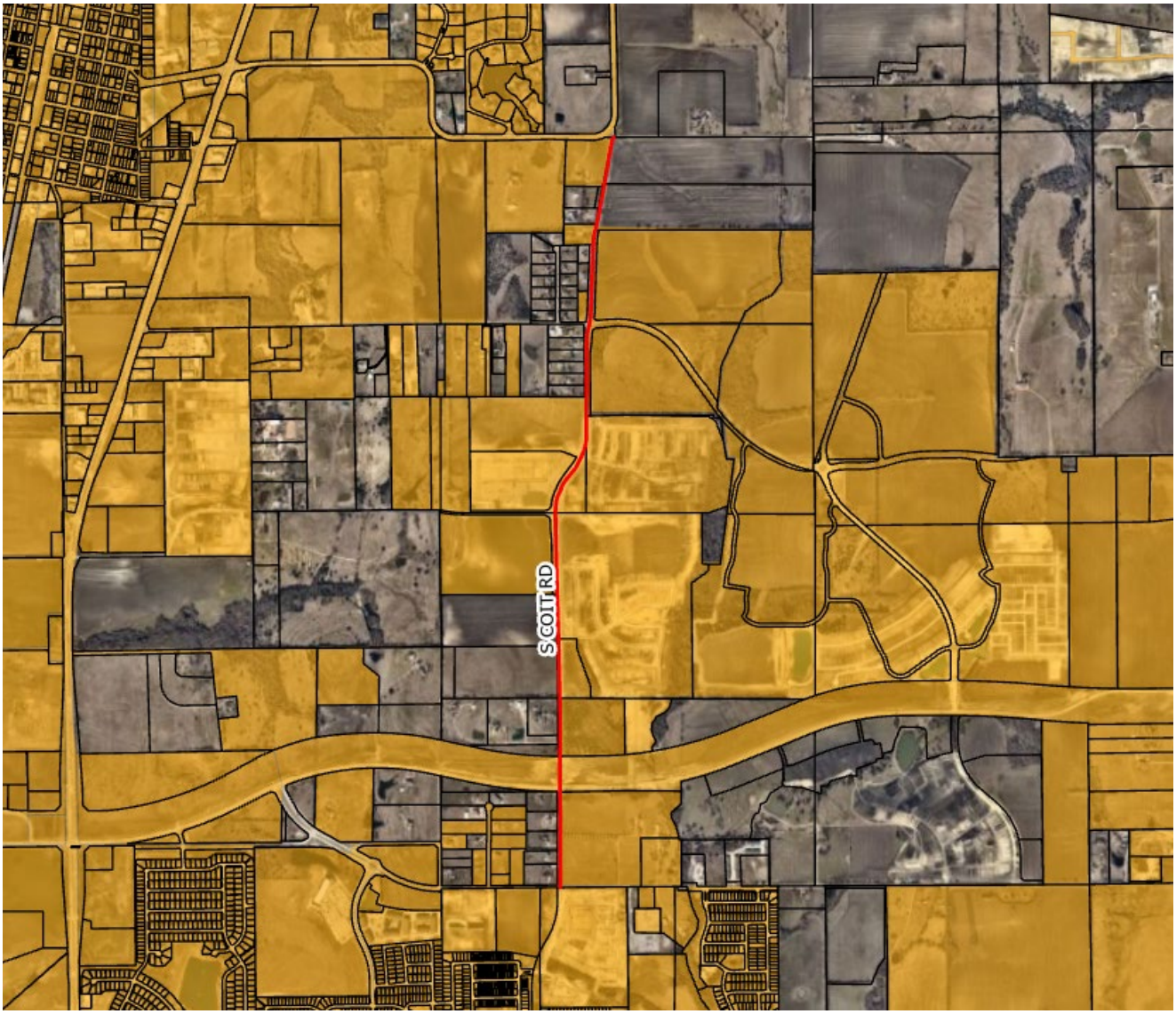
[SEAL]

APPROVED AS TO FORM:

_____
Julie Fort, Attorney for the City
City of Celina, Texas

Attachment: Draft Resolution (County Road 87 & Section of County Road 90 Name Change)

Exhibit "A"
Proposed South Coit Road Renaming Limits



Attachment: Draft Resolution (County Road 87 & Section of County Road 90 Name Change)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	Section of County Road 90 Name Change

Action Requested:
Consider and act upon a Resolution of the City Council of the City of Celina, Texas, to rename a section of County Road 90 to Old Glendenning Road. (Section of County Road 90 Name Change) (Colakovic)

Background Information:
A section of County Road 90 is being renamed to Old Glendenning Road.
Exhibit A of the attached Resolution shows the renaming limits.

Supporting Documents:
- Draft Resolution

Staff Recommendation:
Approval as presented.

CITY OF CELINA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, RENAMING A SECTION OF COUNTY ROAD 90 TO OLD GLENDENNING ROAD

WHEREAS, the City Council of the City of Celina adopted a revised street name approval policy, and map with historic name placeholders on May 12, 2015;

WHEREAS, policies of the City are revised from time-to-time;

WHEREAS, the City Council of the City of Celina desires to honor the historic heritage of the early families who settled in Celina; and

WHEREAS, the City Council of the City of Celina also desires to recognize prominent citizens, both living and deceased;

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

SECTION 1: The following street names shall be changed effective April 21st, pending corresponding County approval on April 17th. Street placards shall be replaced with the adopted names, and notice shall be given to property owners along such streets of the official change:

- A section of County Road 90, from the intersection with KC Robinson Lane as its Western Boundary, to the intersection with County Road 87 as its Eastern Boundary, shall become Old Glendenning Road, as depicted in Exhibit A.

SECTION 2: The City Council reviewed the revised Policy and hereby adopts the same,

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

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of March, 2023.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

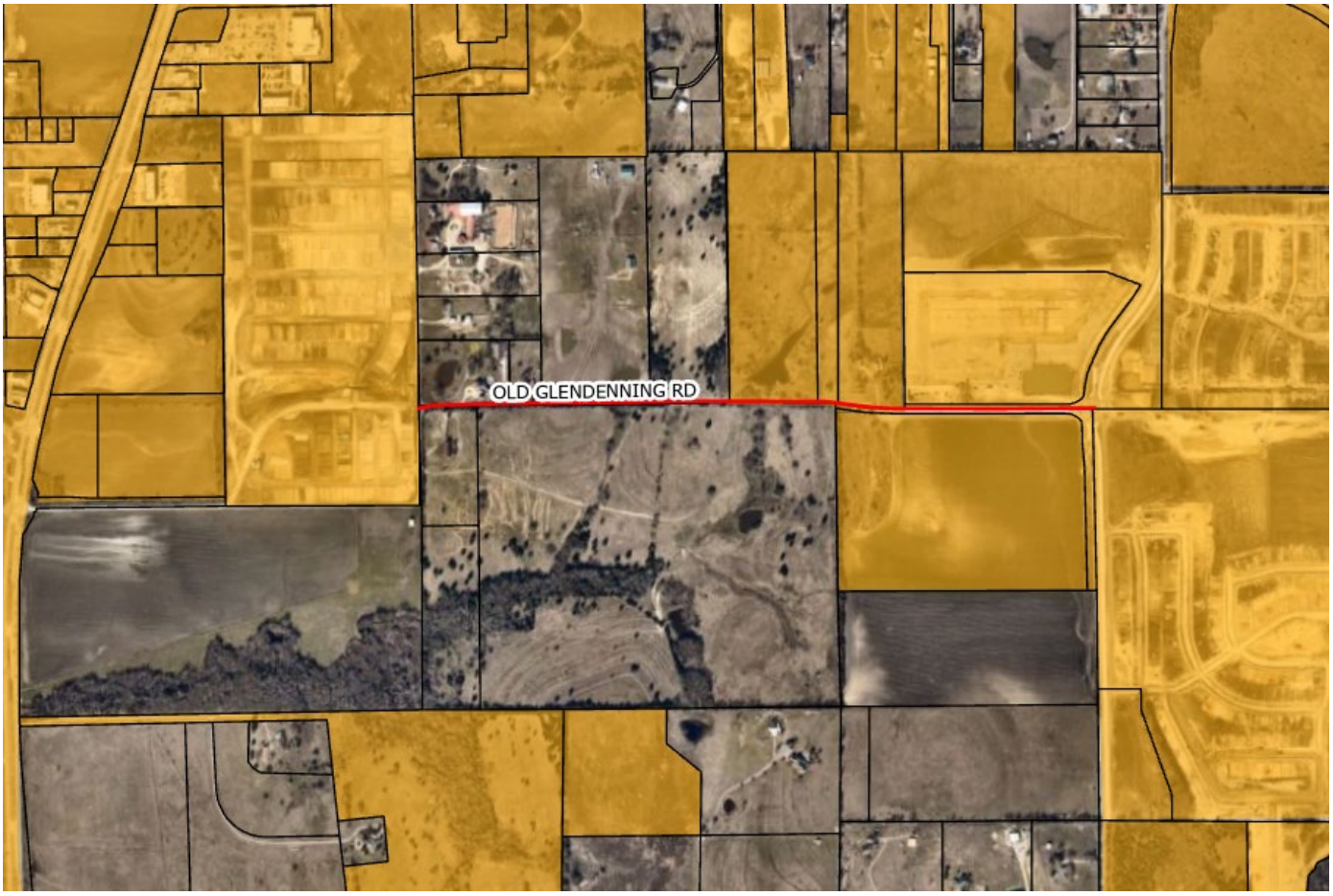
Attachment: Draft Resolution (Section of County Road 90 Name Change)

APPROVED AS TO FORM:

_____
Julie Fort, Attorney for the City
City of Celina, Texas

Attachment: Draft Resolution (Section of County Road 90 Name Change)

Exhibit "A"
Proposed Old Glendenning Road Renaming Limits



Attachment: Draft Resolution (Section of County Road 90 Name Change)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	Budget Amendment FY 2023 - March 2023

Action Requested:

Consider and act upon an Ordinance of the City of Celina, Texas, amending Ordinance 2022-113 which adopted and approved the budget for fiscal year beginning October 1, 2022 and ending September 30, 2023, and make appropriations for each department, project, and account, by adopting an amended 2022-2023 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

Background Information:

Budget Amendments are requested for the FY 2023 Annual Budget. The amendments include budget appropriations for mid-year hire (salary + benefits + equipment), FY 23 Bullet-Resistant Shield grant and LEOSE funds received by the Police department, contract services, equipment ordered in FY 22 rolled over in FY 23, TML insurance proceeds for the repair of vehicles, an increase of expenses related to electricity and public safety donation funds for training, equipment, and various programs.

Supporting Documents:

Ordinance
Exhibit A

Staff Recommendation:

Staff recommends approval

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-xxx

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2022-113, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2022-2023 BUDGET FOR THE CITY OF CELINA, TEXAS, REALLOCATING FUNDS BETWEEN ACCOUNTS PURSUANT TO EXHIBIT "A", ATTACHED HERETO AND INCORPORATED INTO THIS ORDINANCE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FILING OF THE AMENDED BUDGET AND ORDINANCE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is conducting business pursuant to a budget for fiscal year 2022-2023, heretofore previously adopted by Ordinance 2022-113; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the governing body of a municipality to make changes in the budget for municipal purposes; and

WHEREAS, the City Council has reviewed various line items within the budget and has determined that a valid municipal purpose is served by reallocating funds between various budget line items; and

WHEREAS, a proposed amendment to the budget has been placed on file with the City Secretary of the City of Celina, Texas.

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

SECTION 1. The above and foregoing premises are incorporated into the body of this Ordinance as if copied herein in their entirety.

SECTION 2. The City's budget for the fiscal year ending September 30, 2023, heretofore previously adopted by Ordinance 2022-113 duly enacted by the City Council of the City of Celina on the 13th day of September, 2022, be and is hereby amended as set out in Exhibit "A" attached hereto and incorporated herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; the remainder of the budget being unchanged and remaining in full force and effect as originally adopted.

SECTION 3. That the amounts specified in Exhibit "A" be hereby appropriated and reallocated as specified for those purposes designated in Exhibit "A".

SECTION 4. The City Manager shall file or cause to be filed a true and correct copy of the amended budget, along with this Ordinance, with the City Secretary and in the office of the County Clerk of Collin County, Texas and Denton County, Texas.

Attachment: 2022 - 113 Amend Budget ordinance March 14 2023 (FY 2023 Budget Amendment March 2023)

SECTION 5. This Ordinance shall be cumulative of all provisions of Ordinances of the City of Celina, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 6. The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole, or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7. The City Secretary of the City of Celina is hereby directed to publish in the official newspaper of the City of Celina, the descriptive caption and effective date of this ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this ordinance in the ordinance records of the City.

SECTION 9. This Ordinance shall become effective from and after its date of passage in accordance with law.

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 14th day of March 2023.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: 2022 - 113 Amend Budget ordinance March 14 2023 (FY 2023 Budget Amendment March 2023)

Exhibit A

Meeting date: March 14, 2023
FY 2023 Budget Amendment Detail

Budget Change # _____

Account #	Account Name	Description	Approved Budget	Adjustment
102-31-3050	Fund Balance	Strategic Government Resources (SGR) - Police Department Speaker		(21,770)
102-112-000-6200	Contract Services	Strategic Government Resources (SGR) - Police Department Speaker		21,770
115-400-000-4510	Revenue	OOG Solicitation: FY 23 Bullet-Resistant Shield		(76,142)
115-112-000-6164	Expense - Uniforms	OOG Solicitation: FY 23 Bullet-Resistant Shield		76,142
113-31-3050	Fund Balance			(144,519)
113-111-000-6840	Expense - Capital Vehicle	Ford550 Dump FY 2022 Rollover		89,301
113-113-000-6830	Expense - Capital Equipment	Kubota Tractor FY 2022 Rollover		42,638
113-113-000-6840	Expense - Capital Vehicle	Polaris FY 2022 Rollover		12,580
117-31-3050	Fund Balance			(10,000)
117-110-000-6321	Materials & Supplies	Fire Donations Expense Increase		5,000
117-112-000-6321	Materials & Supplies	Police Donations Expense Increase		2,500
117-112-000-6766	National Night Out	Police Donations Expense Increase		2,500
102-31-3050	Fund Balance	Electricity		(102,600)
102-102-000-6531	Facilities Electricity	Electricity		57,600
102-111-000-6531	Street Lights	Electricity		45,000
202-31-3050	Fund Balance	Electricity		(78,200)
202-117-000-6520	Water Electricity	Electricity		50,200
202-118-000-6520	Wastewater Electricity	Electricity		28,000
102-400-000-4707	Insurance Proceeds	TML Funds for Vehicle Repairs		(9,369)
102-112-000-6432	Vehicle Repairs	TML Funds for Vehicle Repairs		9,369
102-31-3050	Fund Balance	Mid Year Employee adds		(82,827)
102-116-000-61??	Salary and Benefits	Employee Engagement and Wellness Coordinator		28,565
102-116-000-6***	Equipment/Uniform/Software	Employee Engagement and Wellness Coordinator- Equipment, Uniforms, Software, etc		4,410
102-114-000-61??	Salary and Benefits	Communications Manager		45,442
102-114-000-6***	Equipment/Uniform/Software	Communications Manager- Equipment, Uniforms, Software, etc		4,410
115-31-3050	Fund Balance	LEOSE Funds		(15,000)
115-112-000-6162	Schools, Registration, and Training	LEOSE Funds Received from the State to be used for training		15,000

Attachment: 2022 - 113 Amend Budget ordinance March 14 2023 (FY 2023 Budget Amendment March

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	Mosey (Frontier Crossing) - PD Amendment

Action Requested:
Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by amending approximately 63 acres of Planned Development (PD) No. 80 with the Dallas North Tollway Overlay District (DNTO) base zoning, in order to modify development standards, generally located at the northwest and northeast corners of Dallas Parkway and Frontier Parkway, within the City Limits. (Mosey (Frontier Crossing) – PD Amendment) (Mohan)

Applicant:
Kimley Horn
13455 Noel Road
Dallas, TX 75240

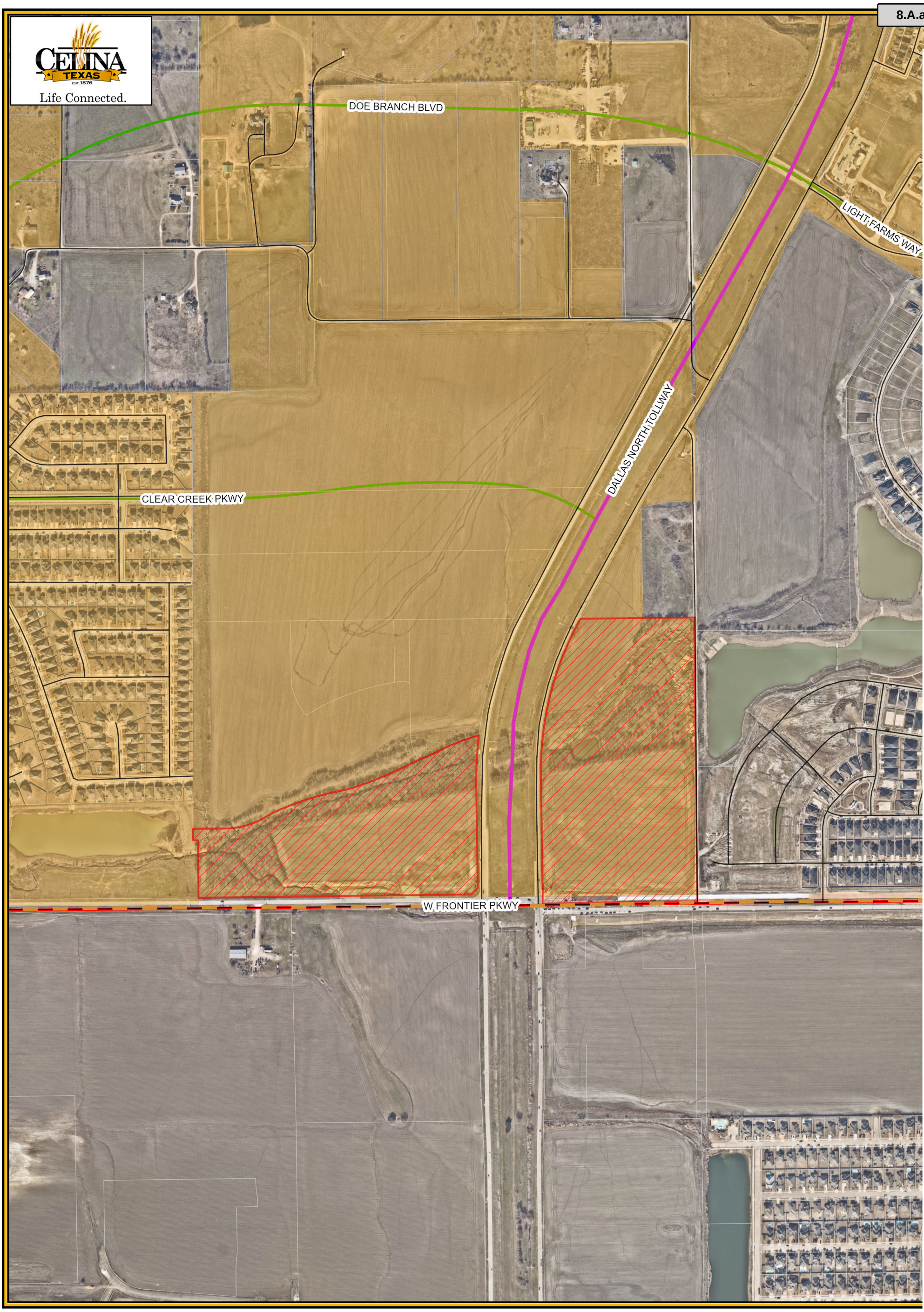
Background Information:
The applicant is requesting to amend Planned Development PD-80 with the Dallas North Tollway Overlay District (DNTO) base zoning, in order to modify development standards. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876

Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Mosey
Location Map
City of Celina

2/9/2023

N W E S

0 500 1,000 Feet

Attachment: Location Map (Mosey (Frontier Crossing) – PD Amendment)

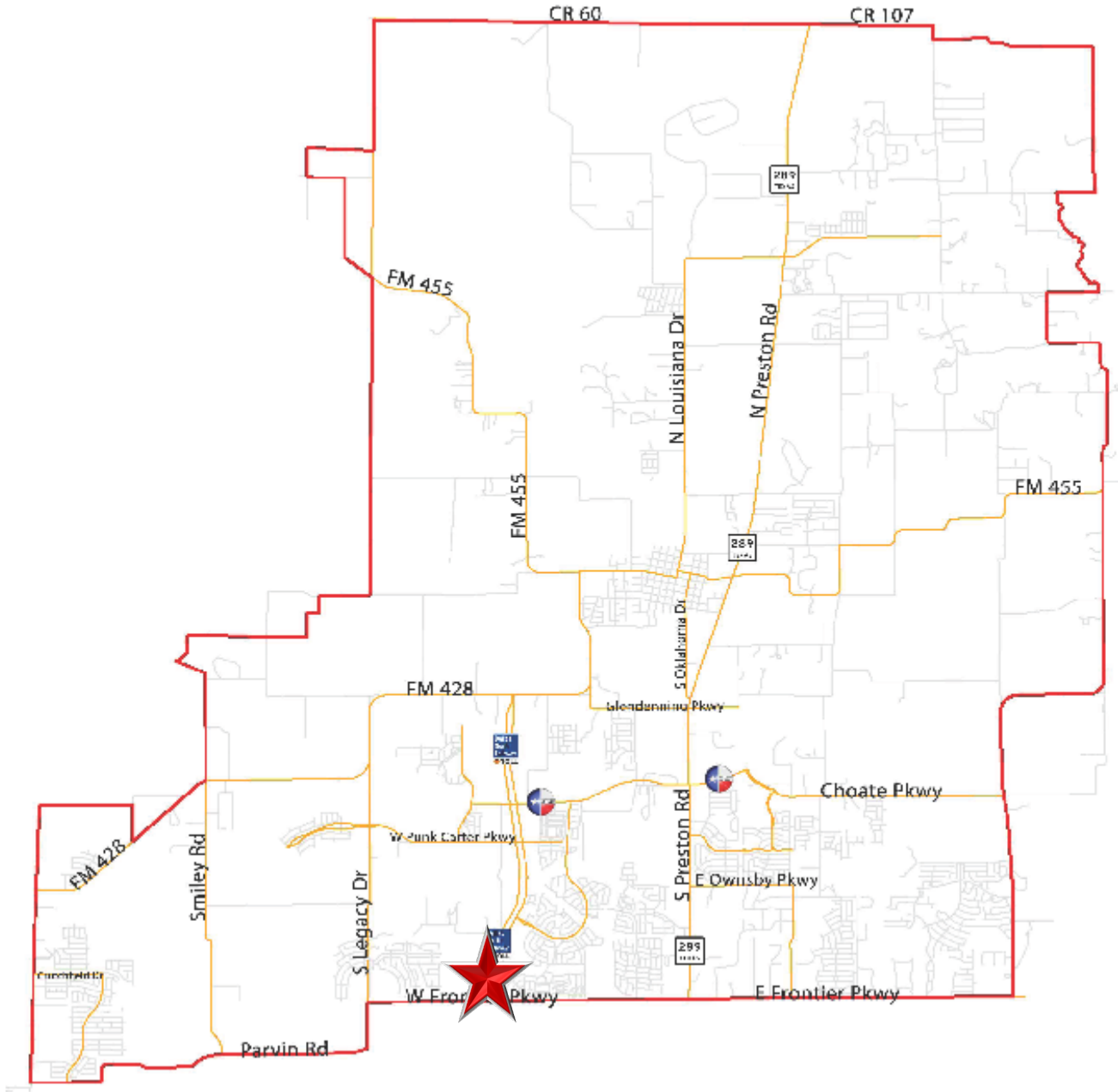
MOSEY TRACT

Rezoning

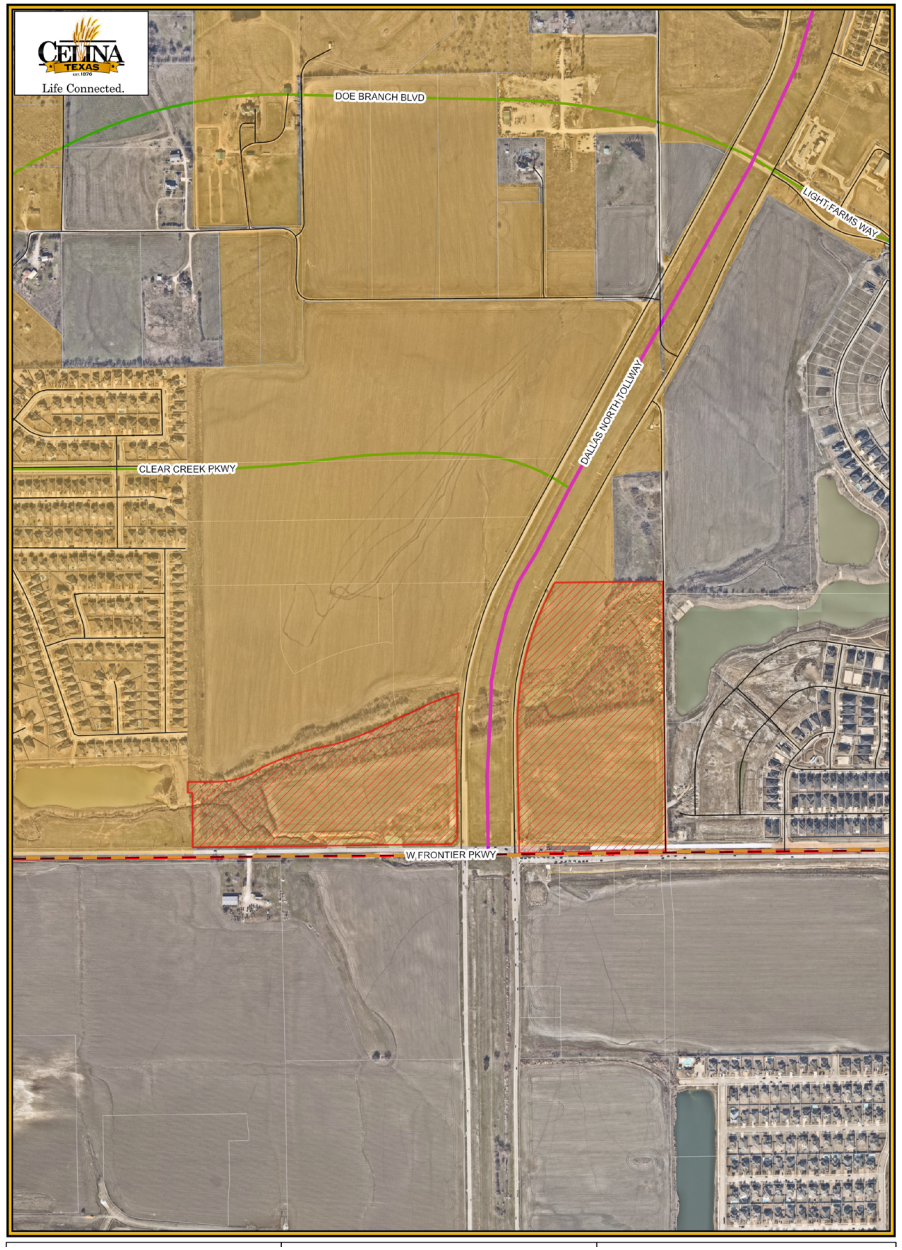
City Council
March 14, 2023



Attachment: Staff Presentation (Mosey (Frontier Crossing) – PD Amendment)



Attachment: Staff Presentation (Mosey (Frontier Crossing) – PD Amendment)



LOCATION MAP

The subject property is generally located at the northwest and northeast corners of Dallas Parkway and Frontier Parkway

Attachment: Staff Presentation (Mosey (Frontier Crossing) – PD Amendment)

BACKGROUND

- The subject property is approximately 63 acres
- The property is currently zoned Planned Development (PD-80) with multiple tracts allowing for a variety of uses
- The applicant is proposing to amend the subject property to the Dallas North Tollway Overlay District (DNTO) base zoning

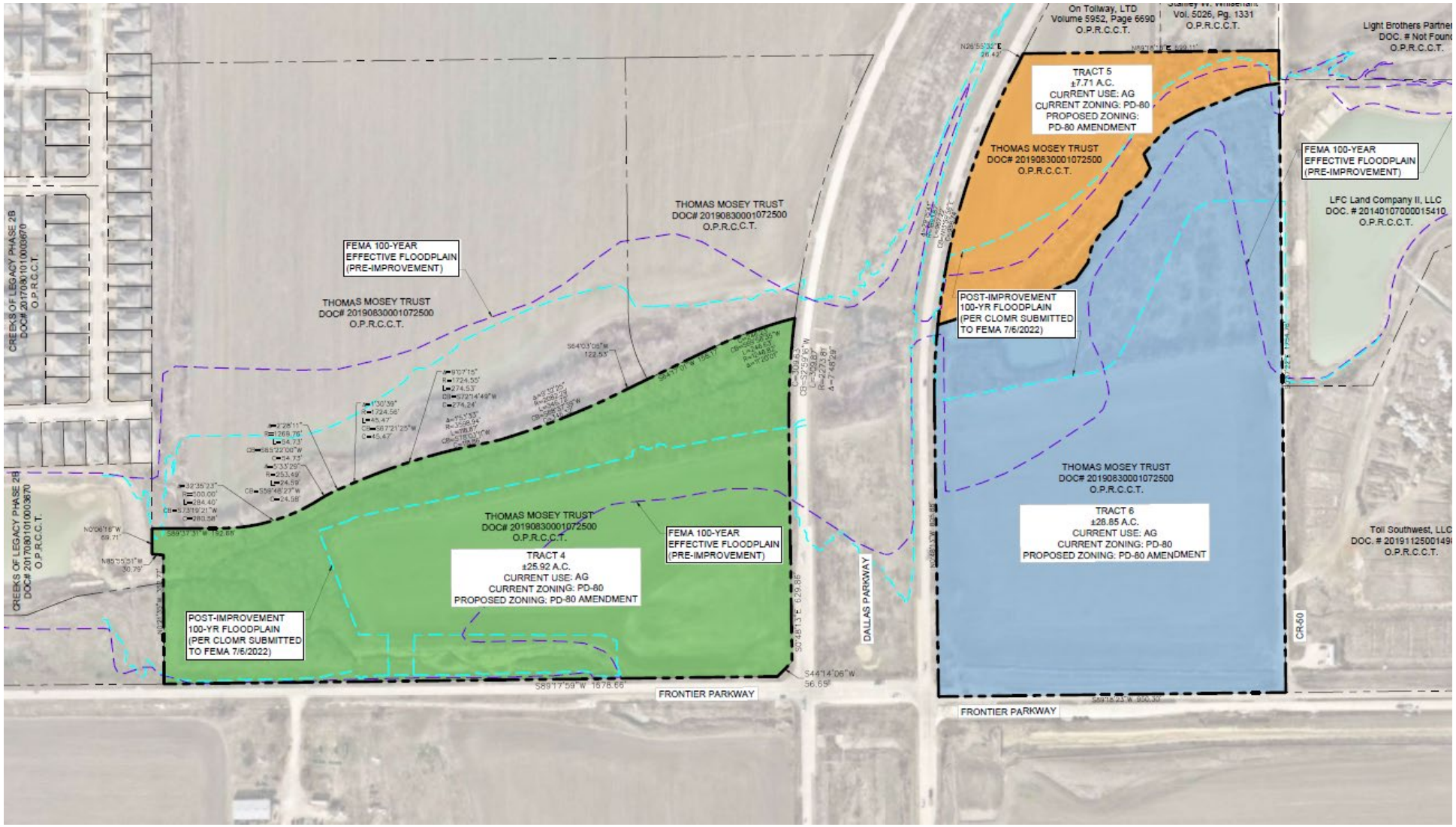
Attachment: Staff Presentation (Mosey (Frontier Crossing) – PD Amendment)

Original



Attachment: Staff Presentation (Mosey (Frontier Crossing) – PD Amendment)

Proposed Revision



Attachment: Staff Presentation (Mosey (Frontier Crossing) – PD Amendment)

PROJECT OVERVIEW

- The current PD entitles retail, restaurant, office, and hotel uses along with outdated design standards and an outdated Concept Plan
- Both the applicant and the City prefer modern design standards
- The base zoning of the Dallas North Tollway Overlay District (DNTO) would continue to offer a variety of uses and modern design standards
- The applicant desired to maintain a few select land uses that are not permitted by right today in the DNTO, yet are in the existing PD

Attachment: Staff Presentation (Mosey (Frontier Crossing) – PD Amendment)

PROJECT OVERVIEW

- The following entitlements will be retained:
  - One gas pump/fuel sale use by right and gas pump/fuel sales with an anchor store by right
  - One car wash, not fronting onto the DNT service roads, by right
  - One minor auto repair use by right

- *All other land uses and design standards will be per the DNTO*

Attachment: Staff Presentation (Mosey (Frontier Crossing) – PD Amendment)

POLICY CONSIDERATIONS

- The land uses are not inappropriate at this location and are similar in nature to the existing entitlements
- The proposed PD is base zoning, which follows modern standards (and as they may be amended) instead of standards that become outdated if written into the PD
- These revisions eliminate confusion during the permitting process

Attachment: Staff Presentation (Mosey (Frontier Crossing) – PD Amendment)

PUBLIC HEARING

- Two people spoke at the public hearing; neither opposed the proposed revisions.

Attachment: Staff Presentation (Mosey (Frontier Crossing) – PD Amendment)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its February regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Mosey (Frontier Crossing) – PD Amendment)

CITY OF CELINA, TEXAS

ORDINANCE 2023-____
COTTAGES OF CELINA (MOSEY TRACT)
AN AMENDMENT TO PLANNED DEVELOPMENT #80

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 63 ACRES LOCATED IN THE F.D. GARY SURVEY, ABSTRACT NO. 361, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHWEST AND NORTHEAST CORNERS OF THE FUTURE DALLAS NORTH TOLLWAY AND FRONTIER PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO AMEND "PD" PLANNED DEVELOPMENT DISTRICT NO. 80; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, this Ordinance amends a portion of PD #80, which has previously been amended by Ordinance 2017-31 and Ordinance 2022-46; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

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

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan

Attachment: Draft Ordinance (Mosey (Frontier Crossing) – PD Amendment)

of the City of Celina; and

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

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

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3

AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 80 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B:	Depiction of Property
Exhibit C:	Development Regulations

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 80, and incorporates the Development Regulations, attached hereto as Exhibit "C.".

SECTION 5
REVISION OF ZONING MAP

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

SECTION 6
COMPLIANCE REQUIRED

Attachment: Draft Ordinance (Mosey (Frontier Crossing) – PD Amendment)

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

SECTION 7
PENALTY

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

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

Attachment: Draft Ordinance (Mosey (Frontier Crossing) – PD Amendment)

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of March, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Mosey (Frontier Crossing) – PD Amendment)

Exhibit A
Legal Description

25.9145 ACRES

BEING tract of land situated in the F.D. Gary Survey, Abstract Number 361 City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to Thomas Mosey Trust according to the document filed of record in Document Number 20190830001072500, Official Public Record Collin County, Texas (O.P.R.C.C.T.) said tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "KHA" set in the north line of Frontier Parkway for the southeast corner of Creeks of Legacy Phase 2B, an addition to the City of Celina according to the plat filed of record in Document Number 20170801010003670 (O.P.R.C.C.T.) same being the common southwest corner of said Thomas Mosey Trust tract and this tract;

THENCE with the east line of said Phase 2B, same being common with the west line of said Mosey tract and this tract the following three (3) courses and distances:

N 0°21'35" W, a distance of 352.77 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner;

N 85°55'51" W, a distance of 30.79 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner;

N 0°06'16" W, a distance of 69.71 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for a corner;

THENCE leaving the above mentioned common line, over and across the above mentioned Mosey tract the following eight (8) courses and distances:

N 89°37'31" E, a distance of 192.68 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for a corner at the beginning of a tangent curve to the left having a central angle of 32°35'23", a radius of 500.00 feet, a chord bearing and distance of N 73°19'21" E, 280.58 feet;

With said curve to the left, an arc distance of 284.40 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for a corner;

N 64°59'52" E, a distance of 124.64 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for a corner at the beginning of a non-tangent curve to the right having a central angle of 12°11'20", a radius of 1849.34 feet, a chord bearing and distance of N 74°00'07" E, 392.68 feet;

With said curve to the right, an arc distance of 393.42 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for a corner at the beginning of a non-tangent curve to the left having a central angle of 9°32'25", a radius of 2082.29 feet, a chord bearing and distance of N 68°37'39" E, 346.32 feet;

Attachment: Draft Ordinance (Mosey (Frontier Crossing) – PD Amendment)

With said curve to the left, an arc distance of 346.72 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for a corner;

N 64°03'06" E, a distance of 89.70 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for a corner;

N 64°14'36" E, a distance of 189.26 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 11°24'50", a radius of 1246.82 feet, a chord bearing and distance of N 69°56'10" E, 247.97 feet;

With said curve to the right, an arc distance of 248.38 feet to a 5/8" iron rod with plastic cap stamped "KHA" set in the west line of the Dallas North Tollway for the northeast corner of this tract and the beginning of a non-tangent curve to the left having a central angle of 7°48'29", a radius of 2273.81 feet, a chord bearing and distance of S 2°59'16" W, 309.63 feet;

THENCE with said west line and curve to the left, an arc distance of 309.87 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

THENCE S 0°48'13" E, continuing with said west line, a distance of 629.86 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the north end of a corner clip for the most northerly southeast corner of this tract;

THENCE S 44°14'06" W, with said corner clip, a distance of 56.65 feet to a 5/8" iron rod with plastic cap stamped "KHA" set in the north line of the above mentioned Frontier Parkway for the most southerly southeast corner of this tract;

THENCE S 89°17'59" W, with said north line, a distance of 1678.66 feet to the **POINT OF BEGINNING** and containing 1,128,835 square feet or 25.9145 acres of land.

36.5638 ACRES

BEING a tract of land situated in the F.D. Gary Survey, Abstract Number 361, Collin County, Texas, being a portion of that tract of land conveyed to Thomas Mosey and Julie Mosey according to the document filed of record in Instrument Number 20190830001072500 Official Public Records Collin County, Texas (O.P.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a PK NAIL found in Frontier Parkway and its intersection with Collin County Road Number 50 for the southeast corner of said Mosey tract;

THENCE South 89°18'23" West, along said Frontier Parkway, with the south line of said Mosey tract, a distance of 950.30 feet to a "X" cut found in concrete, in the east line of the Dallas North Tollway, for the southwest corner of this tract;

Attachment: Draft Ordinance (Mosey (Frontier Crossing) – PD Amendment)

THENCE leaving said south line, with the east line of said Dallas North Tollway, same being common with the west line of this tract the following three (3) courses and distances:

North 00°48'13" West, a distance of 805.88 feet to a point for corner in said common line, from which a 1/2" iron rod found for reference to said corner bears South 69°53'12" West, 0.40 feet, said corner being the beginning of a non-tangent curve to the right with a radius of 1893.87 feet, a central angle of 29°15'41", and a chord bearing and distance of North 13°59'56" East, 956.74 feet;

With said non-tangent curve to the right, an arc distance of 967.22 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner;

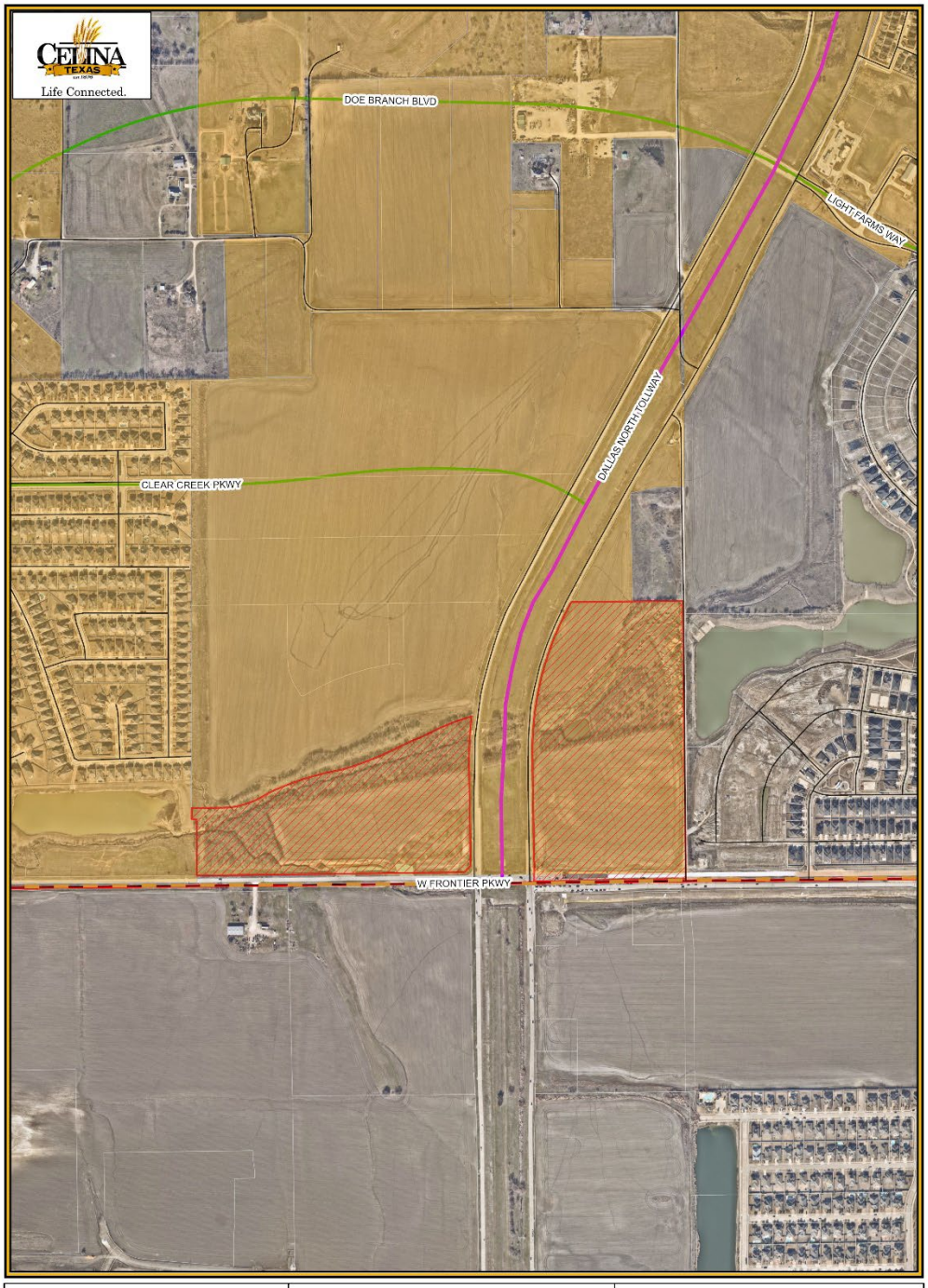
North 26°55'32" East, a distance of 26.42 feet to a 1/2" iron rod found for the southwest corner of that tract of land conveyed to 117 Farm On Tollway, LTD, according to the document filed of record in Volume 5952, Page 6690, same being the northwest corner of this tract;

THENCE North 89°18'18" East, with the south line of said 117 Farm On Tollway tract and with the south line of that tract of land conveyed to Stanley W. Whisenant, according to the document filed of record in Volume 5026, Page 1331 (O.P.R.C.C.T.) same being common with the north line of the above mentioned Mosey tract, a distance of 699.11 feet to a 1/2" iron rod found in the above mentioned County Road 50 for the northwest corner of this tract;

THENCE South 00°37'22" East, along said County Road 50, a distance of 1754.76 feet to the **POINT OF BEGINNING** and containing 1,592,719 square feet or 36.5638 acres of land.

Attachment: Draft Ordinance (Mosey (Frontier Crossing) – PD Amendment)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Mosey (Frontier Crossing) – PD Amendment)

Exhibit C
Development Regulations

The property is zoned Planned Development (PD) with a base zoning of the Dallas North Tollway Overlay District (DNTO).

The subject property shall conform to all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City Ordinances, as may be amended, except as follows:

- One "Gas Pumps/Fuel Sales" use is permitted by right without the requirement of a Specific Use Permit (SUP). "Gas Pumps/Fuel Sales" in association with an anchor store are allowed by right.
- One "Auto Wash, Full Service" use, not fronting onto the DNT service roads, is permitted by right.
- One "Auto Repair, Minor" use is permitted by right.
- The following uses shall also not be precluded – "Store, Big Box", "Office, all Types", "Restaurant, Dine In", "Restaurant Drive-In or Thru", and "Store, General Retail."
- The eastern perimeter of the eastern tract may maintain a 10' wide landscape buffer.
- A 30' wide landscape buffer applies along Frontier Parkway east of the DNT.

Attachment: Draft Ordinance (Mosey (Frontier Crossing) – PD Amendment)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	Coppell Lake Breeze – Rezoning

Action Requested:
Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 10 acres to a Planned Development (PD) with Dallas North Tollway Overlay District (DNTO) base zoning and the additional permitted use of Multi-Family, generally located at the northwest corner of future Celina Parkway and County Road 52, within the City Limits. (Coppell Lake Breeze – Rezoning) (McAfee)

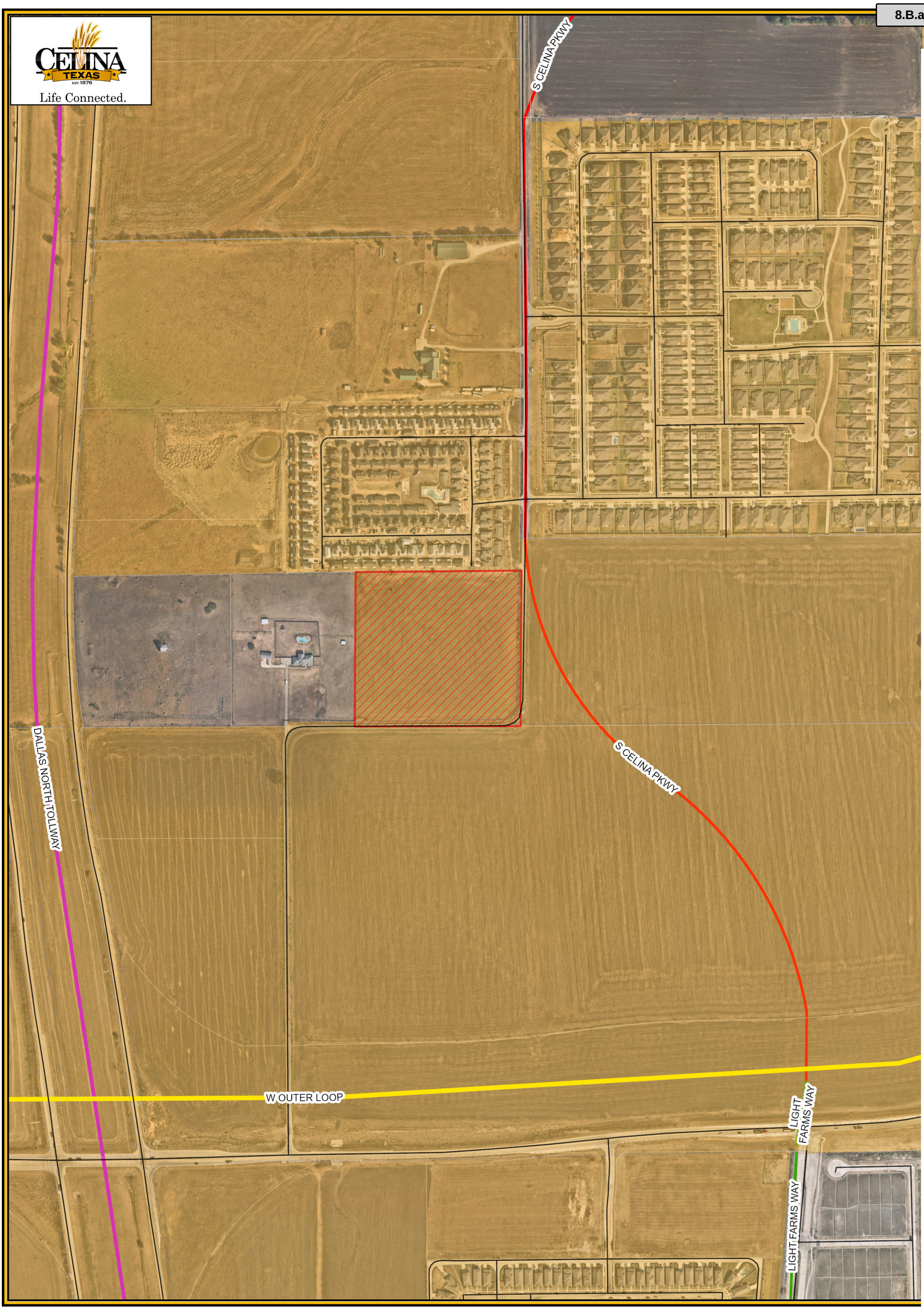
Applicant:
The Law Offices of Robert D. Daake
P.O. Box 6250
McKinney, TX 75071

Background Information:
This item is for the rezoning of approximately 10 acres to a Planned Development (PD) with the Dallas North Tollway Overlay District (DNTO) base zoning. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876
Life Connected.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Coppell Lake Breeze
Location Map
City of Celina

10/25/2022

N W E S

0 345 690 Feet

Attachment: Location Map (Coppell Lake Breeze – Rezoning)

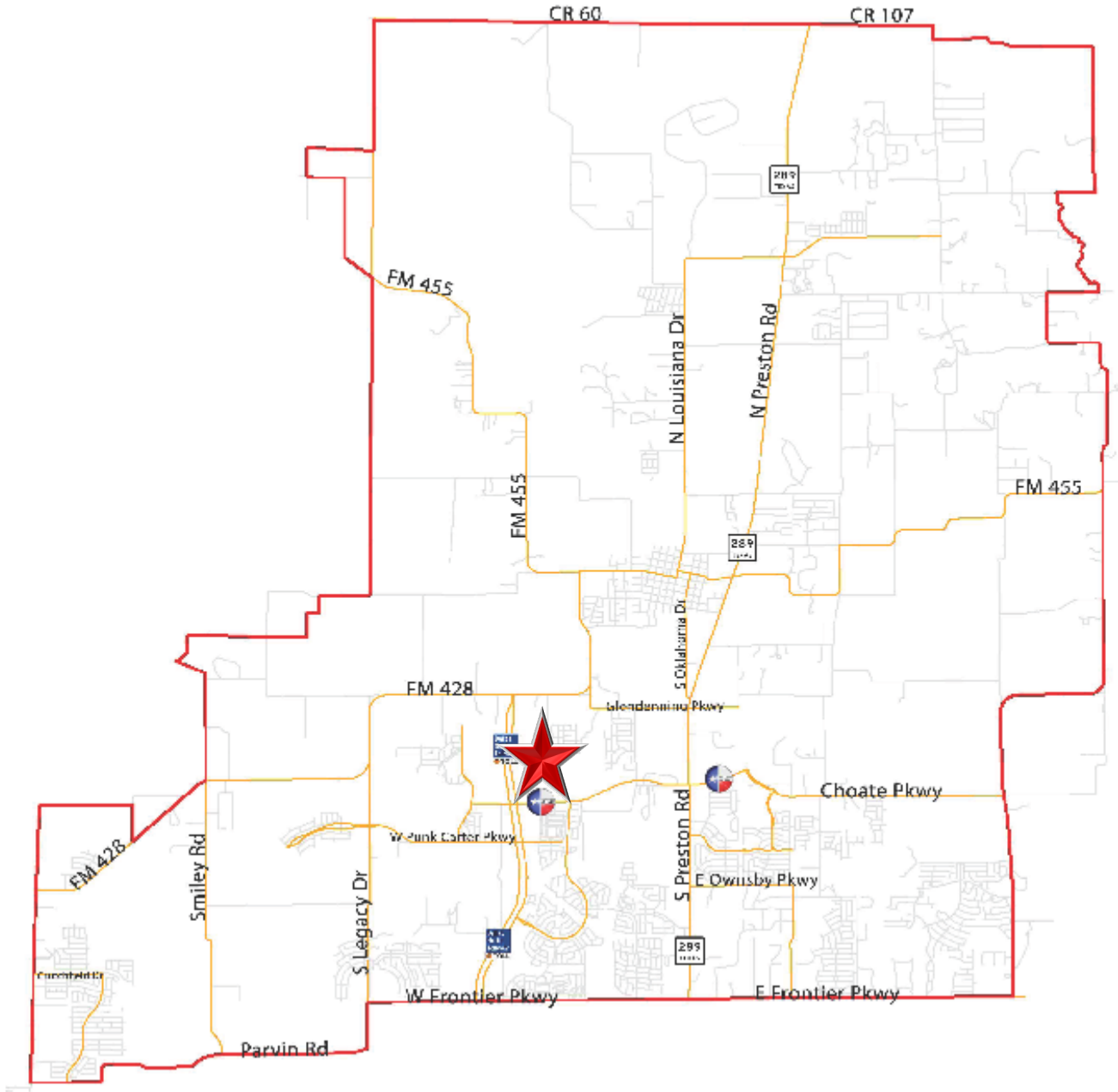
COPPELL LAKE BREEZE

Rezoning

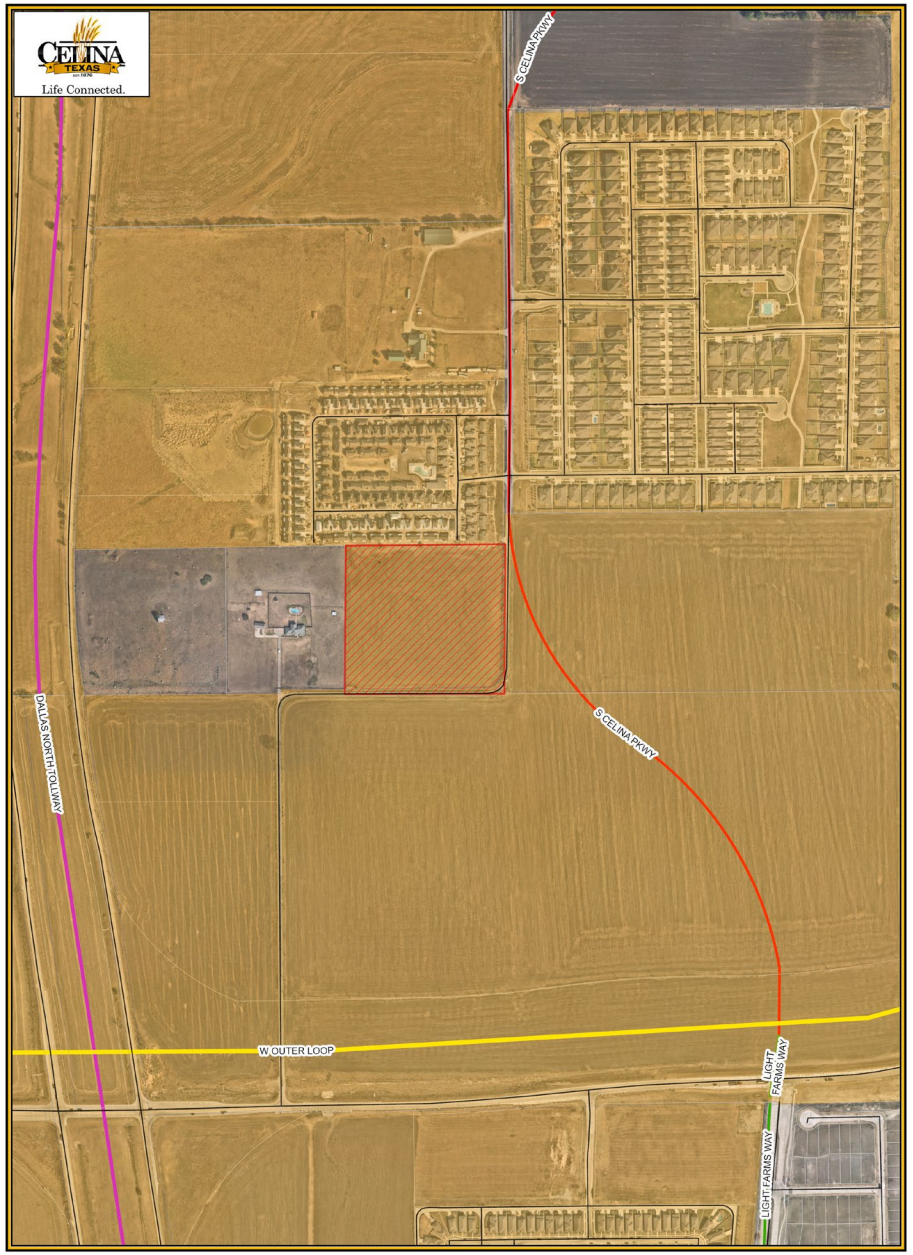
City Council
March 14, 2023



Attachment: Staff Presentation (Coppell Lake Breeze – Rezoning)



Attachment: Staff Presentation (Coppell Lake Breeze – Rezoning)

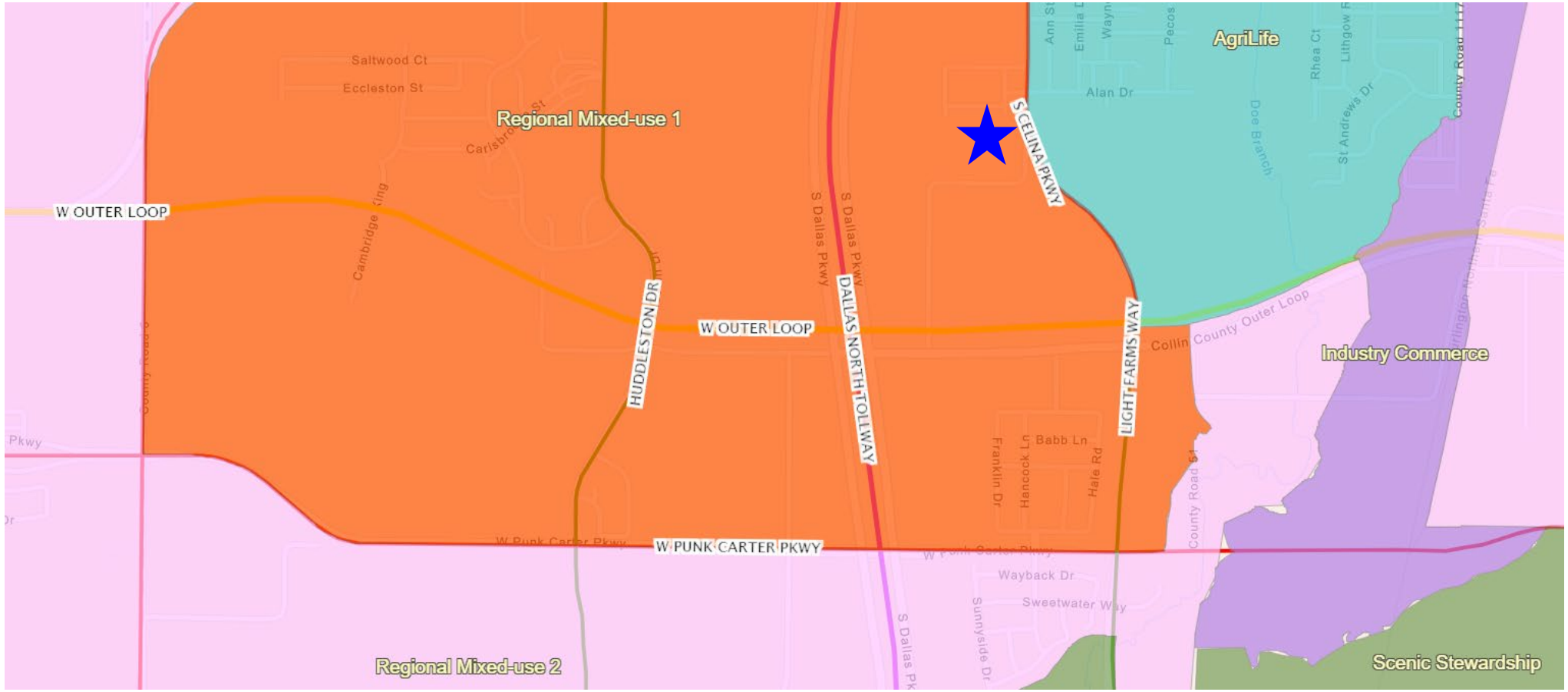


LOCATION MAP

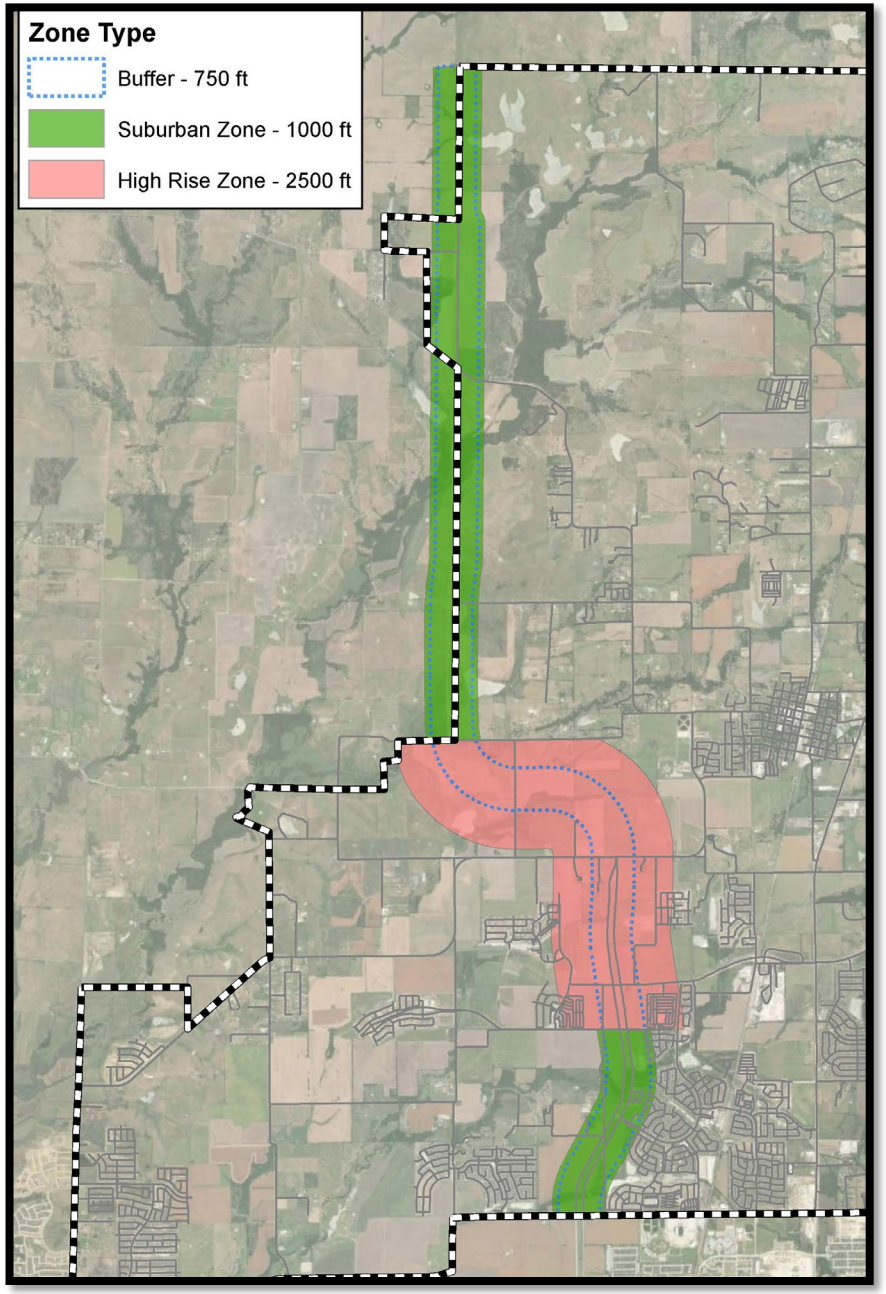
The subject property is generally located at the northwest corner of future Celina Parkway and County Road 52.

Attachment: Staff Presentation (Coppell Lake Breeze – Rezoning)

FUTURE LAND USE PLAN



Attachment: Staff Presentation (Coppell Lake Breeze – Rezoning)



Character District



REGIONAL MIXED-USE 1 (RMU1)

Regional Mixed-Use 1 is located at the intersection of the Dallas North Tollway and the Collin County Outer Loop alignment. This major regional activity center is anticipated to include the most intense land uses within the planning area and to accommodate the greatest building heights. Pedestrians will be a top priority, with walkable multi-story buildings and continuous shade. Envisioned as a major employment and entertain destination, a welcoming environment is reflected in an abundance of amenities and extensive landscaping.

Attachment: Staff Presentation (Coppell Lake Breeze – Rezoning)

BACKGROUND

- The subject property is approximately 10 acres and within the City Limits
- In October 2020, the property was zoned DNTO
- The applicant originally requested zoning for surface-parked multi-family, including numerous waivers to minimum design standards
- P&Z unanimously recommended denial of the request in January due to both the land use (surface-parked MF) and design standard waivers
- The applicant has since revised its request to better meet regulations

Attachment: Staff Presentation (Coppell Lake Breeze – Rezoning)

APPLICANT'S REQUEST

- MF-3 (Urban Living; structured parking) is allowed by right on the subject property, as it is more than 750' from the DNT service roads
- The revised request includes MF-3 on the southern half of the property and surface-parked multi-family on the northern half, where adjacent to the ParcHaus development
- The applicant would otherwise meet all design standards at time of permitting, except for the minimum height requirement of 4-stories in the High Rise Zone

Attachment: Staff Presentation (Coppell Lake Breeze – Rezoning)

REGIONAL MIXED-USE

- The High-Rise subzone is reserved for regional mixed-use, per the Comprehensive Plan
- It preserves the land surrounding the DNT/CCOL intersection for corporate office, large employment, high-rise towers, mixed-use destination centers, and other high-value projects
- It is not intended for standard suburban commercial, office, and residential

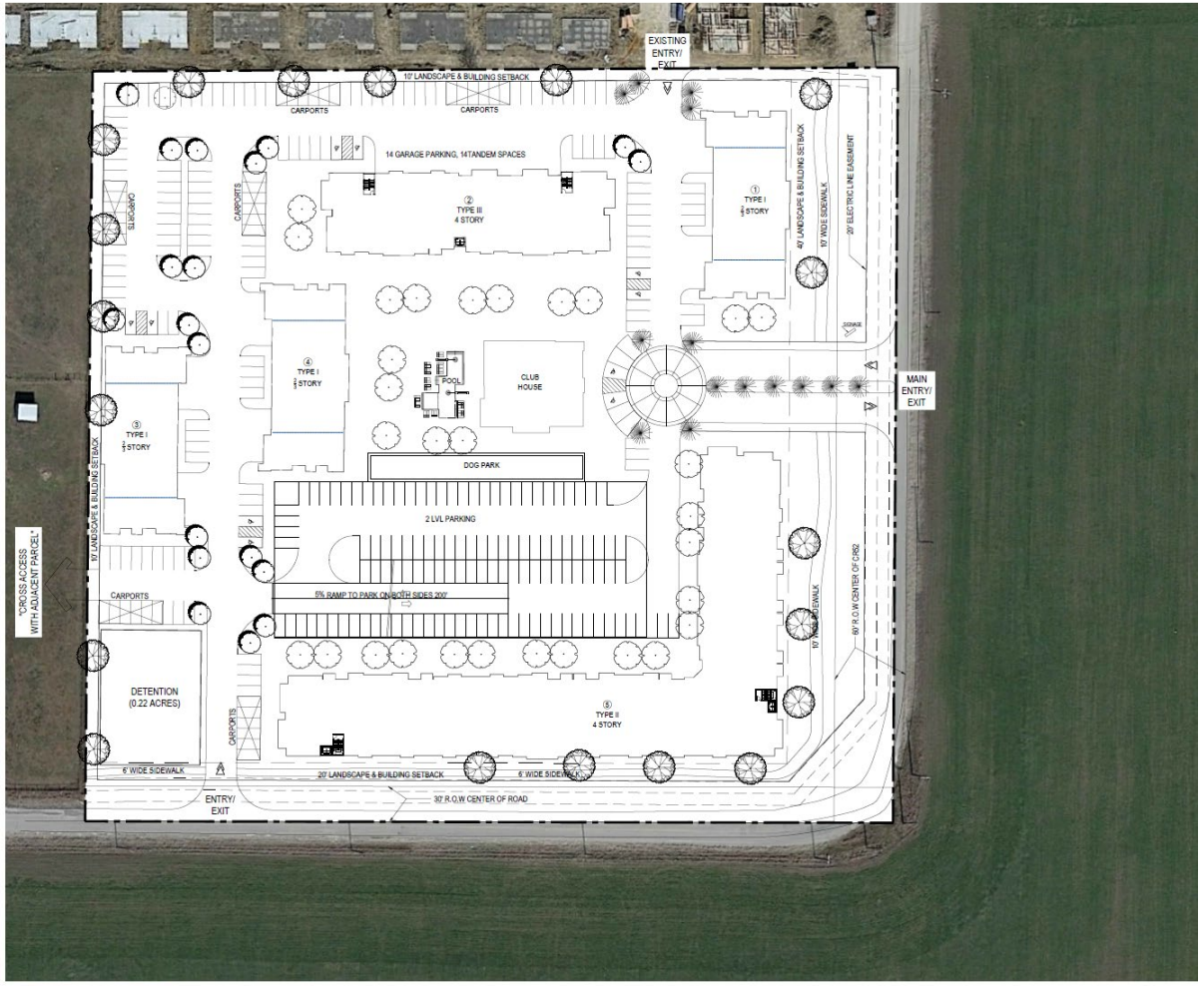
Attachment: Staff Presentation (Coppell Lake Breeze – Rezoning)

ADJACENCY

- The property to the north is developed as MF-0, which received entitlement in exchange for the annexation and zoning of the overall parent tract
- The properties to the west, south, and east are undeveloped
- The property is adjacent to Celina Parkway, a future 6-lane thoroughfare, where mixed-use zoning is expected and appropriate

Attachment: Staff Presentation (Coppell Lake Breeze – Rezoning)

UPDATED CONCEPT PLAN



SCALE: 1" = 40' - 0" (24"x36" SHEET)

0' 40' 80' 160'

N

HUMPHREYS & PARTNERS ARCHITECTS, L.P.
5339 Alpha Rd., Suite 300, Dallas, TX 75240 | 972.701.9636 | www.humphreys.com

WILLMAX CAPITAL

ARCHITECTURAL SITEPLAN
SCHEME 10
March 2, 2023

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Attachment: Staff Presentation (Coppell Lake Breeze – Rezoning)

ORIGINAL ELEVATIONS (NOW WITHDRAWN)

The applicant has withdrawn the request to deviate from Architectural Standards and will meet code at time of permitting





Attachment: Staff Presentation (Coppell Lake Breeze – Rezoning)

PARKING GARAGE EXAMPLES







Attachment: Staff Presentation (Coppell Lake Breeze – Rezoning)

POLICY CONSIDERATIONS

- The property is within the High-Rise Zone of the Dallas North Tollway Overlay which was intended for high-value, regional mixed-use developments
- The High-Rise Zone generally prohibits surface-parked multi-family development because it is lower value than what the market will support
- ~~The property currently has mixed-use entitlements, and down-zoning to MF-1 would not be the highest and best use of the tract~~
- DNTO zoning does allow Multi-Family, Urban Living (MF-3) products at least 750' from the DNT frontage by right, but prohibits lower-density multi-family developments
- The applicant's updated proposal contemplates a hybrid MF-2/MF-3 product to transition from the lower-density multi-family to the north to the more intense uses anticipated to the south and west

Attachment: Staff Presentation (Coppell Lake Breeze – Rezoning)

POLICY CONSIDERATIONS

- MF-1 and MF-2 are prohibited on the DNT in Plano, Frisco, or Prosper, and are not found along the DNT frontage north of PGBT
- Allowing lower-value development on the corner of the DNT/CCOL damages the long-range tax base
- The applicant has updated the request to fully comply with the City's architecture requirements as they exist at the time of development, and to provide an MF-3 type product on the southern half of the site
- Council retains discretionary control to approve multi-family projects when warranted, which is typically in conjunction with a major mixed-use destination center

Attachment: Staff Presentation (Coppell Lake Breeze – Rezoning)

P&Z PUBLIC HEARING

- There were two speakers at the public hearing, one of whom expressed concern over precedent for approving surface-parked MF in the High Rise Zone of the DNTO
- The applicant provided a short presentation to the Commission

Attachment: Staff Presentation (Coppell Lake Breeze – Rezoning)

RECOMMENDATION

- The Planning & Zoning Commission recommended denial of the item with a vote of 6-0 at its regular meeting in January
- Staff recommends denial as presented
- Council retains final approval authority of the request

Attachment: Staff Presentation (Coppell Lake Breeze – Rezoning)

CITY OF CELINA, TEXAS

ORDINANCE 2023-____
COPPELL LAKE BREEZE
PLANNED DEVELOPMENT #141

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 10 ACRES LOCATED IN THE ISAAC WILLIAMSON SURVEY, ABSTRACT NO. 943, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHWEST CORNER OF FUTURE CELINA PARKWAY AND COUNTY ROAD 52; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE REZONED FROM THE DALLAS NORTH TOLLWAY OVERLAY DISTRICT (DNTO) TO A "PD" PLANNED DEVELOPMENT DISTRICT NO. 141 WITH A BASE ZONING OF THE DALLAS NORTH TOLLWAY OVERLAY DISTRICT (DNTO) AND MODIFIED DEVELOPMENT REGULATIONS FOR MULTI-FAMILY; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan and Development Regulations, set forth in Exhibits "C" and "D," respectively, attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

Attachment: Draft Ordinance (Coppell Lake Breeze – Rezoning)

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

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

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3

AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 141 with a base zoning of Dallas North Tollway Overlay District (DNTO) and modified development regulations for multi-family, and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Development Standards

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein as PD No. 141, and incorporates the Concept Plan and Development Regulations, attached hereto as Exhibit "C" and "D," respectively.

SECTION 5
REVISION OF ZONING MAP

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

SECTION 6

Attachment: Draft Ordinance (Coppell Lake Breeze – Rezoning)

COMPLIANCE REQUIRED

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

SECTION 7
PENALTY

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

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

Attachment: Draft Ordinance (Coppell Lake Breeze – Rezoning)

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of March, 2023.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Coppell Lake Breeze – Rezoning)

Exhibit A
Legal Description

Being a tract of land situated in the Isaac Williamson Survey, Abstract No. 943, Collin County, Texas and being all of a called 10.000 acres tract of land described in Deed to Walter Kenneth Plagge and wife, Deborah Walker Plagge as recorded in Clerk's Number 97-0023405, Official Public Records, Collin County, Texas, and being more particularly described herein as follows:

BEGINNING at o 5/8 inch iron rod found Southeast of a bend in County Rood 52 (a public rood) for the Southeast corner of said Plagge tract;

THENCE South 89 degrees 51 minutes 07 seconds West, with the South line of said Plagge tract, along said County Road 52, a distance of 682.89 feet to a "Mag" spike set for the Southwest corner of said Plagge tract and the Southeast corner of the remainder of a called 17.386 acres tract of land described in Deed to Mark Hendricks and wife, Lisa Hendricks as recorded in Clerk's Number 97-0020542, said Official Public Records;

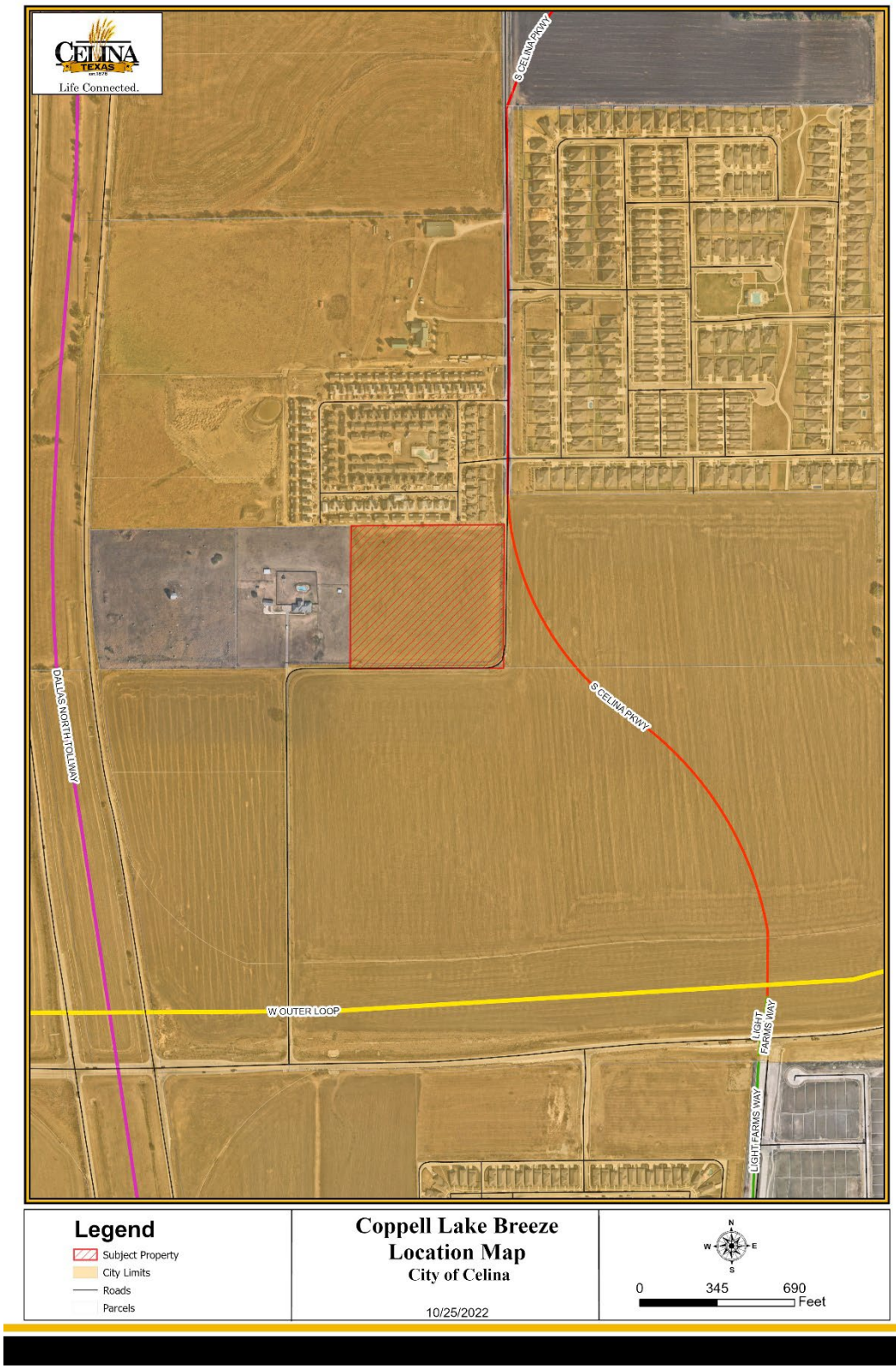
THENCE North 00 degrees 21 minutes 44 seconds East, with the West line of said Plagge tract and the East line of said Hendricks tract, a distance of 635.46 feet to a 5/8 inch iron rod with plastic cop stamped 'PLS, INC" (typical) set in the South line of a called 10.000 acres tract of land described in Deed to Bloke Dickerson as recorded in Clerk's Number 2001-0017034, said Official Public Records for the Northwest corner of said Plagge tract and the Northeast corner of said Hendricks tract;

THENCE North 89 degrees 26 minutes .33 seconds East, with the North line of said Plagge tract and the South line of said Dickerson tract, a distance of 682.95 feet to a "Mag" spike set in said County Rood 52 for the Northeast corner of said Plagge tract and the Southeast corner of said Dickerson tract;

THENCE South 00 degrees 21 minutes 43 seconds West, with the East line of said Plagge tract, along said County Rood 52, a distance of 640.34 feet to the POINT OF BEGINNING and containing, within the metes and bounds herein recited, 10.000 acres of land, more or less.

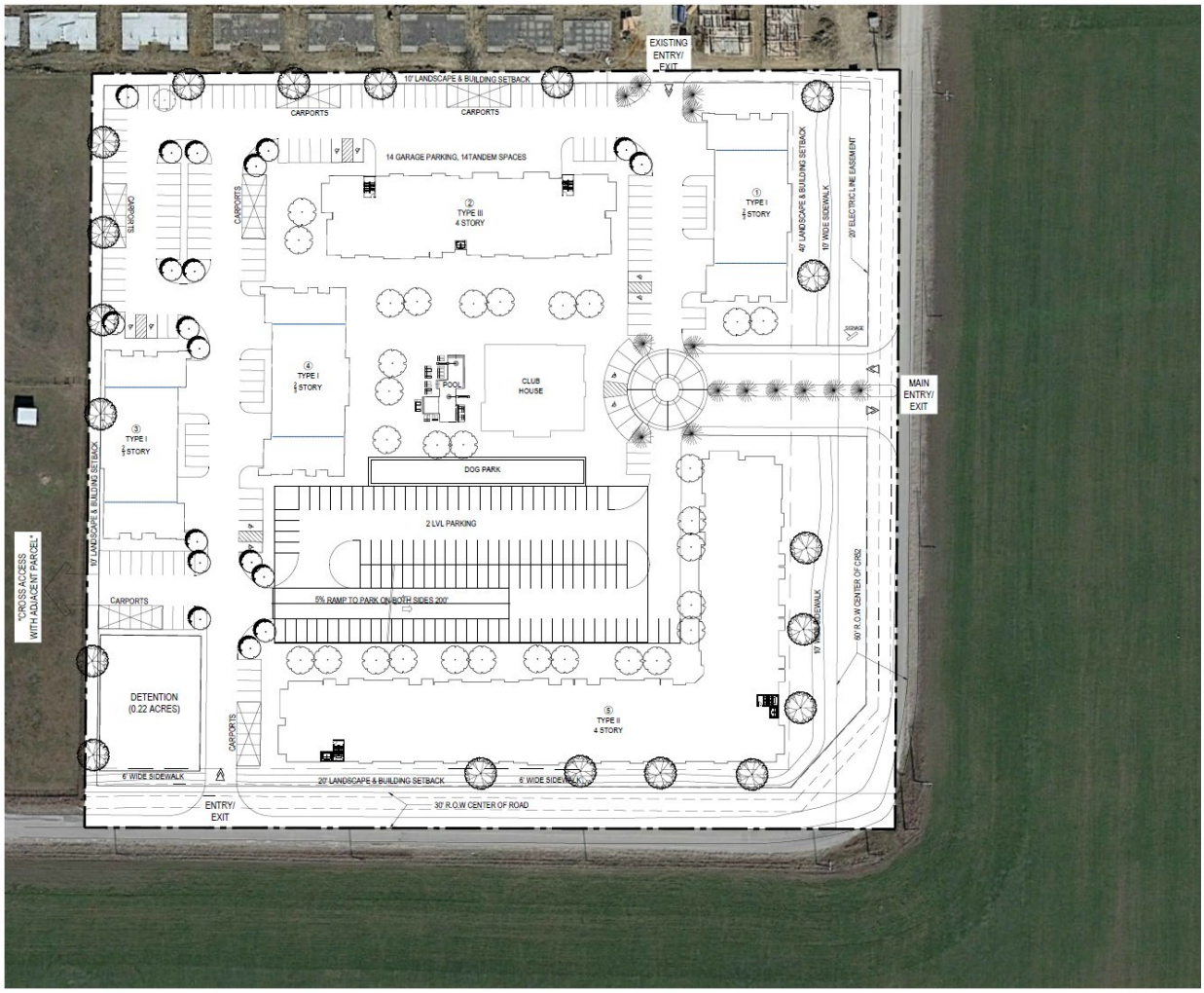
Attachment: Draft Ordinance (Coppell Lake Breeze – Rezoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Coppell Lake Breeze – Rezoning)

Exhibit C
Concept Plan



SCALE: 1" = 40' - 0" (24"x36" SHEET)

0' 40' 80' 160'

N

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5339 Alpha Rd., Suite 300, Dallas, TX 75240 | 972.701.9636 | www.humphreys.com

WILLMAX CAPITAL

ARCHITECTURAL SITEPLAN
SCHEME 10
March 2, 2023

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Attachment: Draft Ordinance (Coppell Lake Breeze – Rezoning)

Exhibit D
Development Standards

The property is zoned a Planned Development (PD) with a base zoning of the Dallas North Tollway Overlay District (DNTO) with modified development regulations for multi-family, with the following Development Standards:

1) Any multi-family shall generally develop per the attached Concept Plan (Exhibit C);
2) The building exteriors shall conform to the architectural standards of the Zoning Ordinance, as it exists or may be amended;
3) Minimum Multi-Family Density: 28 units/acre;
4) Minimum Building Height for Multi-Family Structures: 2-story end cap on a 3-story building;
5) Minimum Enclosed Parking: 50% of the required parking, with at least 40% of the required parking being in a structured parking garage;
6) Minimum Parking Ratio: 1.6 spaces/unit; and
7) No mixed-use integration nor first floor retail ready space shall be required.

Attachment: Draft Ordinance (Coppell Lake Breeze – Rezoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	Mustang Annex Ph 1 - Levy Ordinance

Action Requested:
The Celina City Council will conduct a public hearing to consider testimony and act upon an Ordinance accepting and approving a final Mustang Lakes (Annex) Public Improvement District Service and Assessment Plan, including the Phase #1 Assessment Roll – Phase #1 Initial Projects; making a finding of special benefit to property within Phase #1 of the Mustang Lakes (Annex) Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Phase #1 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Mustang Annex Ph 1 – Levy Ordinance) (Pollard)

Background:
Please refer to the attachment for additional information.

Supporting Documents:
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	Mustang Annex Ph 1 Additional Projects - Levy Ordinance

Action Requested:
The Celina City Council will conduct a public hearing to consider testimony and act upon an Ordinance accepting and approving a final Mustang Lakes (Annex) Public Improvement District Service and Assessment Plan, including the Phase #1 Assessment Roll – Phase #1 Additional Major Improvements; making a finding of special benefit to property within Phase #1 of the Mustang Lakes (Annex) Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Phase #1 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Mustang Annex Ph 1 Additional Projects – Levy Ordinance) (Pollard)

Background:
Please refer to the attachment for additional information.

Supporting Documents:
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND PHASE #1 ASSESSMENT ROLL – PHASE #1 ADDITIONAL MAJOR IMPROVEMENTS FOR THE MUSTANG LAKES (ANNEX) PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY WITHIN PHASE #1 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN PHASE #1 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 9, 2019, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district within the corporate limits of the City; and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of Collin Central Appraisal District and the signatures of the property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, on August 13, 2019, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2019-45R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Mustang Lakes (Annex) Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, the City published the Authorization Resolution as required by law; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, on February 14, 2023, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed assessment roll for Phase #1 of the District related to the Phase #1 Additional Major Improvements (as defined herein); calling for a public hearing to consider an ordinance levying assessments on property within Phase #1 of the District (the "Assessments"); authorizing and directing the City Secretary of the City to file the

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

proposed assessment roll for Phase #1 of the District related to the Phase #1 Additional Major Improvements and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property within Phase #1 of the District related to the Phase #1 Additional Major Improvements (the "Levy and Assessment Hearing"); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on February 15, 2023, the City Secretary filed the Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on February 20, 2023 in the *Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened the Levy and Assessment Hearing on March 14, 2023, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the improvements to be undertaken in the future for the benefit of the Phase #1 Assessed Property (as defined in the Service and Assessment Plan) (the "Phase #1 Additional Major Improvements"), the purposes of the Assessments, the special benefits of the Phase #1 Additional Major Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Assessment Roll and the Mustang Lakes (Annex) Public Improvement District Service and Assessment Plan, dated March 14, 2023, in a form substantially similar to the attached ***Exhibit A*** (as updated, the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the assessment roll attached thereto as Appendix H (the "Assessment Roll"); and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Phase #1 Additional Major Improvements (as described in the Service and Assessment Plan), the Assessment Roll, or the levy of the Assessments against the Phase #1 Assessed Property; and

WHEREAS, the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within Phase #1 of the District, who are the persons

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the Service and Assessment Plan, approval of the Assessment Roll, approval of this Ordinance, and approval of the levy of the Assessments against their property located within the District; and

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

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

Section 1. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Phase #1 Additional Major Improvements (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel of Phase #1 Assessed Property will receive from the construction of the Phase #1 Additional Major Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Phase #1 Additional Major Improvements, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended;

(c) The Service and Assessment Plan apportions the Actual Costs of the Phase #1 Additional Major Improvements to be assessed against the Phase #1 Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the property because of the Phase #1 Additional Major Improvements;

(d) All of the real property in Phase #1 of the District which is being assessed in the amounts shown in the Assessment Roll will be benefited by the Phase #1 Additional Major Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Phase #1 Assessed Property will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;

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(e) The method of apportionment of the Actual Costs of the Phase #1 Additional Major Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Phase #1 Additional Major Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Assessment Roll should be approved as the assessment roll related to the Phase #1 Additional Major Improvements for the Phase #1 Assessed Property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Assessment Roll.

The Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the assessment roll related to the Phase #1 Additional Major Imrpovements for Phase #1 of the District.

Section 5. Levy and Payment of Assessments for Actual Costs of the Phase #1 Additional Major Improvements.

(a) The City Council hereby levies an assessment on each parcel of Phase #1 Assessed Property (excluding Non-Benefitted Property, as defined in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Assessment Roll, in the respective amounts shown on the Assessment Roll, as a special assessment on the properties set forth in the Assessment Roll.

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

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

(d) Each Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

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

Section 6. **Method of Assessment**.

The method of apportioning the Actual Costs of the Phase #1 Additional Major Improvements and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. **Penalties and Interest on Delinquent Assessments.**

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

Section 8. **Prepayments of Assessments**.

As provided in Section VI of the Service and Assessment Plan, the owner of any Phase #1 Assessed Property subject to an Assessment may prepay the Assessments levied by this Ordinance.

Section 9. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Phase #1 Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Phase #1 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under

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applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Administrator and Collector of Assessments.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Collin County Tax Assessor and Collector is hereby appointed and designated as the collector of the Assessments.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the City.

Section 12. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Assessment Roll, to be recorded in the real property records of Collin County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage hereof.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

PASSED AND ADOPTED, this the 14th day of March, 2023.

CITY OF CELINA, TEXAS

Sean Terry, Mayor

ATTEST:

Lauren Vaughns, City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2023 by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

Notary Public, State of Texas

(SEAL)

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

EXHIBIT A

Service and Assessment Plan

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

MUSTANG LAKES (ANNEX) PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

SERVICE AND ASSESSMENT PLAN

March 14, 2023

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

MUSTANG LAKES (ANNEX) PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On August 13, 2019, the City Council of the City of Celina, Texas passed and approved Resolution No. 2019-45R (filed in the real property records of Collin County, Texas as Document No. 2023000011173 on February 2, 2023) approving and authorizing the creation of the Mustang Lakes (Annex) Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in the PID (the "Authorized Improvements"), all of which is located within the City of Celina.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property within the PID is developed. Assessments will be imposed on the property for the public improvements to be constructed or to be acquired.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. The Mustang Lakes (Annex) Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan must: (1) cover a period of at least five years; (2) define the annual indebtedness and the projected costs for improvements, and (3) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

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

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

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

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

B. DEFINITIONS

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

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

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

"Additional Interest" means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act. If and when Bonds are issued, the Additional Interest shall be charged as described in Section V.G.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest Reserve" has the meaning set forth in Section V.G of this Service and Assessment Plan.

"Additional Major Improvements" mean the Authorized Improvements described in Section III.C that benefit all Assessed Property within the PID and that are constructed after the Initial Major Improvements, including the Phase #1 Additional Major Improvements. Although subject to change, current plans anticipate that the Additional Major Improvements will be constructed in Phases as shown in Appendix B.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incidental to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) issuing, paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee's reasonable fees and expenses relating to the Bonds, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

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

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessment Rolls attached hereto as Appendix G and Appendix H, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) when applicable, the Additional Interest Component designated for the Additional Interest Reserve described in Section V of this Service and Assessment Plan, and (iii) the Administrative Expenses.

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

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

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means each Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying Assessments against the Assessed Property.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

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

"Assessment Roll" means, as applicable, the Phase #1 Assessment Roll - Phase #1 Initial Projects, the Phase #1 Assessment Roll - Phase #1 Additional Major Improvements, or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

"Authorized Improvements" mean those public improvements described in Section III of this Service and Assessment Plan and authorized under Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

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

"Budgeted Cost(s)" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"County" means Collin County, Texas.

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

"Developer" means Celina 577 Partners, L.P., a Texas limited partnership, and any successor owner of the Property or any portion thereof with obligation to construct all or a portion of the Authorized Improvements.

"Development Agreement" means that certain Mustang Lakes Brinkmann Addition Development Agreement, effective as of January 22, 2019 and recorded as Document No. 20190111000143810 on February 11, 2019 in the real property records of Collin County, Texas, between the Issuer and the Developer, as the same may be amended from time to time.

"Equivalent Units" mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

"Future Major Improvements" mean Authorized Improvements that benefit all Assessed Property within the PID and that are anticipated to be constructed after the Additional Major Improvements. Although subject to change, current plans anticipate that any Future Major Improvements will be constructed with the development of Phases #5 and #6. Future Major Improvements allocated to Phases developed prior to construction of such Future Major Improvements will be paid for by the Developer without reimbursement.

"Future Phases" mean Phases to be developed after Phase #1, as such areas are generally depicted and described in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

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

"Initial Major Improvements" mean the Authorized Improvements described in Section III.B that benefit all Assessed Property within the PID and that are constructed concurrently with Phase #1.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of the County.

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

"Major Improvement Area" or **"MIA"** means the property within the PID excluding Phase #1 and excluding the Mixed-Use Parcels which are to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

"Major Improvement Area Projects" mean (i) the Initial Major Improvements allocable to Major Improvement Area, and (ii) the Additional Major Improvements allocable to the Major Improvement Area, and (iii) Future Major Improvements, if any, allocable to the Major Improvement Area.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

"Mixed-Use Parcels" mean collectively the two tracts totaling approximately 60.481 acres more particularly described in Appendix C-3 and depicted as "MU-2" in Appendix A. The costs of the Authorized Improvements allocated to the Mixed-Use Parcels will be paid by the Developer in lieu of assessments being levied against this property for the benefit it receives, without reimbursement from the City and no Assessment will be levied against the Mixed-Use Parcels.

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.D.

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

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

"Phase #1" means the initial Phase to be developed and generally shown in Appendix A, as specifically described in Appendix C-2 and consisting of the Parcels shown in Appendix G and Appendix H.

"Phase #1 Additional Major Improvements" mean the pro rata portion the Additional Major Improvements allocable to Phase #1.

"Phase #1 Assessed Property" means all Parcels within Phase #1 other than Non-Benefited Property and shown in the Phase #1 Assessment Roll - Phase #1 Initial Projects and the Phase #1 Assessment Roll – Additional Major Improvements against which an Assessment relating to the Phase #1 Projects is levied.

"Phase #1 Assessments - Phase #1 Initial Projects" mean an assessment levied against a Parcel in Phase #1 imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Phase #1 Assessment Roll - Phase #1 Initial Projects as Appendix G, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

"Phase #1 Assessments - Phase #1 Additional Major Improvements" mean an assessment levied against a Parcel in Phase #1 imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Phase #1 Assessment Roll - Phase #1 Additional Major

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Improvements as Appendix H, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

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

"Phase #1 Assessment Roll - Phase #1 Initial Projects" mean the document included in this Service and Assessment Plan as Appendix G**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #1 Assessment Roll - Phase #1 Additional Major Improvements" mean the document included in this Service and Assessment Plan as Appendix H**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #1 Improvements" mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.D.

"Phase #1 Initial Projects" mean collectively, the Phase #1 Improvements and the pro rata portion of the Initial Major Improvements allocable to Phase #1.

"Phase #1 Maximum Assessment Per Unit" means for Phase #1, an Assessment per unit for Phase #1 Projects for each applicable Lot Type as follows:

Lot Type 1 (86 Ft) - $65,473.52
Lot Type 2 (74 Ft) - $64,164.05
Lot Type 3 (60 Ft) - $53,033.55
Lot Type 4 (50 Ft) - $37,974.64
Lot Type 5 (40 Ft) - $34,046.23

"Phase #1 Projects" mean (i) the Phase #1 Improvements, (ii) the pro rata portion of the Initial Major Improvements allocable to Phase #1, (iii) the pro rata portion of the Additional Major Improvements allocable to Phase #1, and (iv) the pro rata portion of the Future Major Improvements, if any, allocable to Phase #1.

"Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects)" mean the reimbursement obligation related to the Actual Costs of the Phase #1 Initial Projects to be paid from the Phase #1 Assessment Revenues collected by application of the Phase #1 Assessments – Phase #1 Initial Projects under the terms of the Reimbursement Agreement.

"Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements)" mean the reimbursement obligation related to the Actual Costs of Phase #1 Additional Major Improvements to be paid from the Phase #1 Assessment Revenues collected by

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

application of the Phase #1 Assessments – Phase #1 Additional Major Improvements under the terms of the Reimbursement Agreement.

"Phased PID Bonds" mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase. In connection with the issuance of Phased PID Bonds, if Assessments have not previously been levied, Assessments will be levied only on Parcels located within the Phase in question.

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

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

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

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

"Reimbursement Agreement" means that certain PID Reimbursement Agreement - Mustang Lakes (Annex), dated March 14, 2023, by and between the City and the Developer in which the Developer agrees to fund the Actual Costs of the Authorized Improvements and the City agrees to reimburse the Developer with interest as permitted by the PID Act solely from Assessment Revenues and/or the net proceeds of Bonds for a portion of such Actual Costs of the Authorized Improvements funded by the Developer for Authorized Improvements constructed and accepted by the City for the benefit of the Assessed Property.

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

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

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

"Zoning Ordinance" means Ordinance No. 2020-115 adopted by the City Council on December 8, 2020, which ordinances establish the permitted uses of, and standards for the development of the property within the District, as amended from time to time.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 556.836 acres of land. A map of the property within the PID is shown in Appendix A and described in Appendix C-1 to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 1,436 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The residential property within the PID is proposed to be developed as shown in Table II-A.

Table II-A
Proposed Development – PID

Proposed Development	Quantity	Measurement
Single-family - 86 Ft	148	Units
Single-family - 74 Ft	245	Units
Single-family - 60 Ft	452	Units
Single-family - 50 Ft	560	Units
Single-family - 40 Ft	31	Units
Total	**1,436**	**Units**

Additionally, the Mixed-Use Parcels consisting of two tracts totaling approximately 60.481 acres generally depicted on Exhibit A and described in Appendix C-2 to this Service and Assessment Plan will be developed as a mix of residential, multi-family, retail, office and other uses in accordance with the development standards attached as Exhibit D to the Development Agreement. The costs of the Authorized Improvements allocated to the Mixed-Use Parcels will be paid by the Developer in lieu of assessments being levied against this property for the benefit it receives, without reimbursement from the City and no Assessment will be levied on the Mixed-Use Parcels.

B. PROPERTY INCLUDED IN THE MAJOR IMPROVEMENT AREA

The Major Improvement Area consists of approximately 461.376 acres and is projected to consist of approximately 1,284 residential units. A map of the property within the Major Improvement Area is shown in Appendix A and more fully described in Appendix C.

The property within the Major Improvement Area is proposed to be developed as shown in Table II-B.

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Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Table II-B
Proposed Development – Major Improvement Area

Proposed Development	Quantity	Measurement
Single-family - 86 Ft	148	Units
Single-family - 74 Ft	245	Units
Single-family - 60 Ft	390	Units
Single-family - 50 Ft	470	Units
Single-family - 40 Ft	31	Units
Total	**1,284**	**Units**

C. Property Included in Phase #1

The property within Phase #1 is proposed to be developed as shown in Table II-C.

Phase #1 consists of approximately 34.979 acres and is projected to consist of 152 single family residential units, to be developed as Phase #1, as further described in Section III.D. A map of the property within Phase #1 is shown in Appendix A and more fully described in Appendix C-2.

Table II-C
Proposed Development - Phase #1

Proposed Development	Quantity	Measurement
Single-family - 86 Ft	0	Units
Single-family - 74 Ft	0	Units
Single-family - 60 Ft	62	Units
Single-family - 50 Ft	90	Units
Single-family - 40 Ft	0	Units
Total	**152**	**Units**

D. Property Included in Future Phases

As Future Phases are developed, Bonds, including Phased PID Bonds, may be issued or assessments may be levied in connection with an obligation under the Reimbursement Agreement. In connection with the levy of additional assessments or the issuance of Bonds, this Service and Assessment Plan will be updated to add additional details of each new Phase(s) as shown for Phase #1 in Section II.C. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix G and Appendix H.

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

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

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

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B, Section III.C, and III.D below and shown in the opinion of probable costs shown in Appendix B and on the diagrams included as Appendix D for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan. Tables included in this Section may be rounded to the nearest whole dollar.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

B. DESCRIPTIONS AND COSTS OF INITIAL MAJOR IMPROVEMENTS

The construction of the Initial Major Improvements, which are expected to be constructed concurrently with the development of Phase #1, and that benefit all of the Assessed Property within the PID commenced in May 2022 and is anticipated to be completed by the end of April 2023. The Budgeted Costs of the Initial Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Phase #1, the Major Improvement Area, and the Mixed-Use Parcels will be proportionally allocated the Budgeted Costs of the Initial Major Improvements, as shown in Table III-A. The Developer will pay the pro-rata portion of the Budgeted Costs of the Initial Major Improvements allocated to the Mixed-Use Parcels without reimbursement.

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

A description of the Initial Major Improvements follows:

Roadway Improvements

The roadway portion of the Initial Major Improvements includes clearing, grubbing, excavation of streets and right of ways, construction of lime treated subgrade and reinforced concrete street pavements, deceleration lanes, turn lanes, sidewalks and retaining walls. The roadway improvements include an allocable share of perimeter road improvements. The roadway improvements have been constructed according to City standards.

Water Improvements

The water distribution system portion of the Initial Major Improvements includes water mains of various diameters, generally 8-12 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances. The water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Initial Major Improvements includes sanitary sewer mains of various diameters, which are PVC pipe, manholes, service lines, clean-outs, and other sewer main appurtenances. The sanitary sewer collection system improvements have been constructed according to City standards.

Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Initial Major Improvements including land planning and design, City fees, legal fees, engineering,

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

soil testing, survey and construction management, contingency and expenses incurred in the establishment, administration and operation of the PID.

Table III-A
Budgeted Costs – Initial Major Improvements

Authorized Improvements	Total Initial Major Improvement Costs	Initial Major Improvements Allocated to the Mixed-Use Parcels[1]	Initial Major Improvements Cost Allocated to Assessed Property	Initial Major Improvements Allocated to Phase #1[2]	Initial Major Improvement Allocated to MIA[2]
Roadway improvements	$506,000	$7,135	$498,865	$46,655	$452,21
Water improvements	$131,000	$0	$131,000	$12,251	$118,74
Sanitary sewer improvements	$395,000	$0	$395,000	$36,941	$358,05
Soft and miscellaneous costs	$447,566	$0	$447,566	$41,857	$405,70
Total	**$1,479,566**	**$7,135**	**$1,472,431**	**$137,705**	**$1,334,72**

Note: Costs provided by Dowdey, Anderson & Associates, Inc. The figures shown in Table III-A may be revised in Annual Service Plan Updates and ma be reallocated between line items so long as the total Initial Major Improvement amount does not change.
1 – Allocation of the Initial Major Improvements to the Mixed-Use Parcels is based on an engineer's allocation as described in Section V.C and shown i Table V-A. The engineer's allocation is further described in Appendix B. The costs of the Initial Major Improvements allocated to the Mixed-Use Parce will be paid by the Developer without reimbursement.
2 - Allocation of Initial Major Improvements to Phase #1 and the Major Improvement Area is based on the methodologies described in Section V.C an shown in Table V-C.

C. Descriptions and Costs of Additional Major Improvements

Construction of the Additional Major Improvements that benefit all of the Assessed Property within the PID is currently planned to occur as Future Phases are developed; and such construction is anticipated to commence in 2023 and is expected to be completed within 60 months after commencement. Although subject to change, current plans anticipate that the Additional Major Improvements will be constructed in Phases as shown in Appendix B and depicted in Appendix D. The Budgeted Costs of the Additional Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Phase #1, the Major Improvement Area, and the Mixed-Use Parcels will be proportionally allocated the Budgeted Costs of the Additional Major Improvements, as shown in Table III-B. The Developer will pay the pro-rata portion of the Budgeted Costs of the Additional Major Improvements allocated to the Mixed-Use Parcels without reimbursement.

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

A description of the Additional Major Improvements follows:

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Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Roadway Improvements

The roadway portion of the Additional Major Improvements includes clearing, grubbing, excavation of streets and right of ways, construction of lime treated subgrade and reinforced concrete street pavements, deceleration lanes, turn lanes, sidewalks, street lights and appurtenances thereto. The roadway improvements include an allocable share of perimeter road improvements. The roadway improvements will be constructed according to City standards.

Water Improvements

The water distribution system portion of the Additional Major Improvements includes water mains of various diameters, generally 8-12 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances. The water distribution system improvements will be constructed according to City standards.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Additional Major Improvements includes sanitary sewer mains of various diameters, which are PVC pipe, manholes, service lines, clean-outs, and other sewer main appurtenances. The sanitary sewer collection system improvements will be constructed according to City standards.

Storm Drainage Improvements

The storm drainage collection system portion of the Additional Major Improvements includes pre-development erosion control, excavation of detention facilities, retaining walls, silt fences, rock check dams, sedimentation basins and drainage structures, various size reinforced concrete pipes, curb inlets, pre-cast headwalls, detention structures, and trench safety. The storm drainage collection system improvements will be constructed according to City standards.

Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Additional Major Improvements including land planning and design, City fees, legal fees, engineering, soil testing, survey and construction management, contingency and expenses incurred in the establishment, administration and operation of the PID.

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Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Table III-B
Budgeted Costs – Additional Major Improvements

Authorized Improvements	Total Additional Major Improvement Costs	Additional Major Improvements Allocated to the Mixed-Use Parcels[1]	Initial Major Improvements Cost Allocated to Assessed Property	Initial Major Improvements Cost Allocated to Assessed Property[2]	Additiona Major Improveme Allocated MIA[2]
Road improvements	$6,555,000	$92,426	$6,462,575	$604,395	$5,858
Water improvements	$2,045,000	$0	$2,045,000	$191,253	$1,853
Sanitary sewer improvements	$1,425,000	$0	$1,425,000	$133,269	$1,291
Storm drainage improvements	$8,614,300	$0	$8,614,300	$805,629	$7,808
Soft and miscellaneous costs	$6,540,236	$0	$6,540,236	$611,658	$5,928
Total	**$25,179,536**	**$92,426**	**$25,087,111**	**$2,346,204**	**$22,740**

Note: Costs provided by Dowdey, Anderson & Associates, Inc. The figures shown in Table III-B may be revised in Annual Service Plan Updates and ma reallocated between line items so long as the total Additional Major Improvements amount does not change.
1 – Allocation of the Additional Major Improvements to the Mixed-Use Parcels is based on an engineer's allocation as described in Section V.C and shown in T V-B. The engineer's allocation is further described in Appendix B. The costs of the Initial Major Improvements allocated to the Mixed-Use Parcels will be pa the Developer without reimbursement.
2 - Allocation of Additional Major Improvements to Phase #1 and the Major Improvement Area is based on the methodologies described in Section V.C and sl in Table V-C.

D. DESCRIPTIONS AND COSTS OF PHASE #1 IMPROVEMENTS

The construction of the Phase #1 Improvements that benefit the Phase #1 Assessed Property commenced in May 2022 and is anticipated to be completed by the end of April 2023. The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Phase #1 Projects include Phase #1's proportionate share of the Budgeted Costs of the Initial Major Improvements, the proportionate share of the Budgeted Costs of the Additional Major Improvements, and the Budgeted Costs of the Phases #1 Improvements. The Budgeted Costs of the Phase #1 Projects are shown in Table III-C and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Phase #1 Improvements are as follows, and a description of the Initial Major Improvements and the Additional Major Improvements that are a portion of the Phase #1 Projects can be found in Section III.B and Section III.C, respectively.

Roadway Improvements

The roadway portion of the Phase #1 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, removal of existing curb, sidewalks, retaining walls, signage and traffic control devises. The Phase #1 roadway improvements include an allocable share of perimeter road improvements. The Phase #1 roadway improvements have been constructed according to City standards.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Water Improvements

The water distribution system portion of the Phase #1 Improvements include PVC waterlines, various gate valves and boxes, fire hydrants, and tapping sleeves. The Phase #1 water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Phase #1 Improvements includes PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #1 sanitary sewer collection system improvements have been constructed according to City standards.

Storm Drainage Improvements

The storm drainage collection system portion of the Phase #1 Improvements includes pre and post development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size R.C.B.s, curb inlets, pre-cast headwalls, detention structures, and trench safety. The Phase #1 storm drainage collection system improvements have been constructed according to City standards.

Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Phase #1 Improvements including land planning and design, City fees, legal fees, engineering, soil testing, survey and construction management, and contingency.

Table III-C
Budgeted Costs – Phase #1 Projects

Authorized Improvements	Phase #1 Improvements[1]	Proportional Share of Initial Major Improvements[1,2]	Proportional Share of Additional Major Improvements[2]	Total Phase #1 Projects
Road improvements	$1,561,000	$46,655	$604,395	$2,212,050
Water improvements	$658,000	$12,251	$191,253	$861,505
Sanitary sewer improvements	$593,000	$36,941	$133,269	$763,211
Storm drainage improvements	$741,000	$0	$805,629	$1,546,629
Soft and miscellaneous costs	$1,220,093	$41,857	$611,658	$1,873,608
Total	**$4,773,093**	**$137,705**	**$2,346,204**	**$7,257,002**

Note: Costs provided by Dowdey, Anderson & Associates, Inc. The figures shown in Table III-C may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Phase #1 Projects amount does not change.
[1]The Phase #1 Improvements and the proportional share of the Initial Major Improvements are referred to collectively as the Phase #1 Initial Projects.
[2]See Table III-A and Table III-B. The Initial Major Improvements allocated to Phase #1 are reimbursable as a portion of the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects). The Additional Major Improvements allocated to Phase #1 are reimbursable as the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements).

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

E. FUTURE PHASES AND FUTURE MAJOR IMPROVEMENTS

As Future Phases are developed, additional Bonds may be issued and/or obligations may be incurred under the Reimbursement Agreement to finance Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Assessed Property within the PID and that will be constructed with the development of Phases #5 and #6 (e.g. a Table III-D will be added to show the costs for the specific Authorized Improvements financed within the specific Phase being developed or the tables above will be updated to reflect the allocation of the costs of the Future Major Improvements, as applicable.) for each Future Phase. As Bonds are issued and/or obligations are incurred under the Reimbursement Agreement for each Future Phase, this Service and Assessment Plan will be updated to identify the specific Authorized Improvements financed by such Bonds or the Reimbursement Agreement that benefit each Future Phase.

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Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. Construction of the Phase #1 Improvements and the Initial Major Improvements commenced in May 2022, and it is anticipated that construction of the Phase #1 Improvements and the Initial Major Improvements will be complete by the end of April 2023. Construction of the Additional Major Improvements is anticipated to commence in 2nd quarter of 2023 and is expected to be completed within 60 months after commencement.

The Budgeted Costs for the Phase #1 Initial Projects (consisting of Phase #1 Improvements and Phase #1's pro rata portion of Initial Major Improvements) and Phase #1 Additional Major Improvements (consisting of Phase #1's pro rata portion of Additional Major Improvements), and payment of its allocated portion of the expenses incurred in the establishment, administration and operation of the PID is $7,302,002 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Rolls. Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

The total Budgeted Costs for the Initial Major Improvements and Additional Major Improvements allocated to the Mixed-Use Parcels is $99,560 as shown in Section V.C. This amount will be paid by the Developer in lieu of assessments being levied against this property for the benefit it receives, without reimbursement, and the Mixed-Use Parcels will not be assessed. The property within Phase #1 and the Major Improvement Area is not assessed for any portion of costs allocated to the Mixed-Use Parcels based on the benefit to the Mixed-Use Parcels from the Initial Major Improvements and Additional Major Improvements.

As Future Phases are developed and/or the Future Major Improvements are constructed, this Service and Assessment Plan will be amended to provide updated information on the Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Property within the PID (e.g. a table will be added for Phase #2, etc.).

Phase #1

Table IV-A shows the projected sources and uses of: (i) the Phase #1 Initial Projects (consisting of the Phase #1 Improvements and Phase #1's pro-rata share of the costs of the Initial Major Improvements), and (ii) the Phase #1 Additional Major Improvements (consisting of Phase #1's pro-rata share of the costs of the Additional Major Improvements), as well as other costs related to the levy of assessments against property within Phase #1. Tables included in this Section may be rounded to the nearest whole dollar.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Table IV-A
Projected Sources and Uses – Phase #1

Sources of Funds	Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects)	Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements)	Total
Assessment amount	$4,945,798	$1,760,000	$6,705,798
Other funding sources	$0	$596,204	$596,204
Total Sources	$4,945,798	$2,356,204	$7,302,002
Uses of Funds			
Initial Major Improvements[1]:			
Roadway improvements	$46,655	$0	$46,655
Water improvements	$12,251	$0	$12,251
Sanitary sewer improvements	$36,941	$0	$36,941
Soft and miscellaneous costs	$41,857	$0	$41,857
Subtotal	*$137,705*	*$0*	*$137,705*
Additional Major Improvements[1]:			
Roadway improvements	$0	$604,395	$604,395
Water improvements	$0	$191,253	$191,253
Sanitary sewer improvements	$0	$133,269	$133,269
Storm drainage improvements	$0	$805,629	$805,629
Soft and miscellaneous costs	$0	$611,658	$611,658
Subtotal	*$0*	*$2,346,204*	*$2,346,204*
Phase #1 Improvements[1]:		*$0*	*$0*
Roadway improvements	$1,561,000	$0	$1,561,000
Water improvements	$658,000	$0	$658,000
Sanitary sewer improvements	$593,000	$0	$593,000
Storm drainage improvements	$741,000	$0	$741,000
Soft and miscellaneous costs	$1,220,093	$0	$1,220,093
Subtotal	*$4,773,093*	*$0*	*$4,773,093*
Other Assessment Levy Costs:			
First year Administrative Expenses	$35,000	$10,000	$45,000
Subtotal	*$35,000*	*$10,000*	*$45,000*
Total Uses	**$4,945,798**	**$2,356,204**	**$7,302,002**

[1]See Table III-C for details.

The Reimbursement Agreement is being executed March 14, 2023 and will create the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) to finance the Phase #1 Initial Projects. The Reimbursement Agreement will also create the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) to finance a portion of the Phase #1 Additional Major Improvements.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

B. PROJECTED FIVE YEAR SERVICE PLAN

Phase #1

The annual projected costs and annual projected indebtedness for Phase #1 is shown by Table IV-B. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-B
Annual Projected Costs and Annual Projected Indebtedness – Phase #1

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phase #1 Annual Installments
1	$3,709,349	$0	$0	$0
2	$1,236,450	$6,705,798	$0	$0
3	$471,241	$0	$119,241	$652,534
4	$471,241	$0	$119,241	$653,253
5	$471,241	$0	$119,241	$653,990
6	$471,241	$0	$119,241	$654,746
7	$471,241	$0	$119,241	$655,521
8	$0	$0	$0	$586,310
Total	**$7,302,002**	**$6,705,798**	**$596,204**	**$3,856,354**

[1]Annual projected indebtedness represents the total assessment levied on the property.
[2]Annual projected costs represent 75% of the Budgeted Costs of the Phase #1 Initial Projects in year 1, 25% of the Budgeted Costs of the Phase #1 Initial Projects in year 2, and 20% of the Budgeted Costs of the Phase #1 Additional Major Improvements in each of years 3 through 7.

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Phase #1 Projects shown in Table III-C and the costs associated with setting up the PID shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Future Phases

As Future Phases are developed Table IV-C will be added to identify the Authorized Improvements to be financed by each new series of Bonds and/or under the Reimbursement Agreement and the projected indebtedness resulting from each additional series of Bonds and/or obligations under the Reimbursement Agreement.

C. PID ASSESSMENT NOTICE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan Update include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice"). The PID Assessment Notice is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

V. ASSESSMENT PLAN

A. INTRODUCTION

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

The proposed bond issuance program entails a series of bond financings and/or obligations under the Reimbursement Agreement that are intended to finance and/or reimburse the costs of the public infrastructure required for the development of property within the PID. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the execution of the Reimbursement Agreement creating the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) and the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements), being created on March 14, 2023, subsequent obligations under the Reimbursement Agreement and/or bond financings may be incurred or issued in the future as the subsequent Future Phases are gradually constructed.

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

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

1. The costs of the Phase #1 Projects that only benefit Phase #1 shall be allocated to Phase #1 Assessed Property on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

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2. The Initial Major Improvements and Additional Major Improvements are first proportionally allocated to the Mixed-Use Parcels based on an engineer's allocation as allocation as described in Section V.C and shown in Table V-A and Table V-B, and further described in Appendix B. The Actual Costs of the Initial Major Improvements and Additional Major Improvements allocated to the Mixed-Use Parcels will be paid entirely by the Developer in lieu of assessments being levied against this property for the benefit it receives, without reimbursement and will not be levied against the Mixed-Use Parcels. The remaining costs of the Initial Major Improvements and Additional Major Improvements will be allocated to the Phase #1 Assessed Property, and the Major Improvement Area based on estimated Equivalent Units calculated using the average home price for the Phase #1 Assessed Property and the Major Improvement Area. Assessments relating to the pro-rata share of the Initial Major Improvements and Additional Major Improvements allocated to Future Phases are anticipated to be levied with the development of such Future Phase.

Table V-A, Table V-B and Table-V-C provides the estimated allocation of costs of the Authorized Improvements constituting Initial Major Improvements and the estimated allocation of costs of the Authorized Improvements constituting Additional Major Improvements.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within the Future Phases will receive from the Authorized Improvements that will benefit each individual Phase or from Future Major Improvements, if any, and that are to be financed with Bonds and/or future obligations under the Reimbursement Agreement. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Initial Major Improvements, the Additional Major Improvements, and the Phase #1 Improvements, as applicable.

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

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Initial Major Improvements, Additional Major Improvements, and Phase #1 Improvements, as applicable, (ii) provides the basis and justification for the determination that the portion of this special benefit allocated to Phase #1 exceeds the amount of the Assessments levied or to be levied on the Phase #1 Assessed Property, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Initial Major Improvements, the Additional Major Improvements, and Phase #1 Improvements, as applicable, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed or Future Major Improvements are constructed, in connection with the issuance of Bonds and/or future obligations under the Reimbursement Agreement, this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phases.

B. Special Benefit

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

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

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

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

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

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

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

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

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

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Allocation of Initial Major Improvement Costs and Additional Major Improvement Costs to Mixed-Use Parcels and Assessed Property

The Initial Major Improvements and Additional Major Improvements will provide a special benefit to all property in the PID except for the Non-Benefitted Property. Accordingly, the Actual Costs

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of the Initial Major Improvements and Additional Major Improvements must be allocated to all benefitted property within the PID. As described in Appendix B, the Mixed-Use Parcels receive approximately 1.41 percent of the special benefit from the roadway improvements included as part of the Initial Major Improvements and the Additional Major Improvements. As a result, the roadway improvements portion of Initial Major Improvements and Additional Major Improvements are first proportionally allocated to the Mixed-Use Parcels based on an engineer's allocation described in Appendix B. As shown in Table V-A and Table V-B herein, the proportional share of the roadway improvements portion of the Initial Major Improvements allocated to the Mixed-Use Parcels is $7,135 and the proportional share of the roadway improvements portion of the Additional Major Improvements allocated to the Mixed-Use Parcels is $92,426. According to the project engineer, Dowdey, Anderson & Associates, Inc., the water improvements, sanitary sewer improvements, storm drainage improvements, and other soft and miscellaneous costs portion of the Initial Major Improvements and Additional Major Improvements, as applicable, do not provide a special benefit to the Mixed-Use Parcels and are, therefore, not allocable to the Mixed-Use Parcels. As shown in Appendix B, the total proportional share of the Budgeted Costs of the Initial Major Improvements and Additional Major Improvements allocated to the Mixed-Use Parcel is $99,560 (i.e. $7,135 + $92,426 = $99,560). The Actual Costs of the Initial Major Improvements and Additional Major Improvements allocated to the Mixed-Use Parcels will be paid entirely by the Developer without reimbursement in lieu of assessments being levied against this property for the benefit it receives and will not be levied against the Mixed-Use Parcels. The remaining costs of the Initial Major Improvements ($1,472,431) and Additional Major Improvements ($25,087,111) will be allocated to the Phase #1 Assessed Property and the Major Improvement Area based on estimated Equivalent Units calculated using the average home price for the Phase #1 Assessed Property and the Major Improvement Area.

Table V-A summarizes the allocation of Budgeted Costs of the Initial Major Improvements allocable to the Mixed-use Parcels and Assessed Property. The Budgeted Costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Table V-A
Allocation of Initial Major Improvements to the Mixed-Use Parcel and Assessed Property

		Mixed-Use Parcels		Assessed Property	
Authorized Improvement	**Total Costs**	**% Allocation[1]**	**Share of Costs[2]**	**% Allocation**	**Share of Cost**
Roadway improvements	$506,000	1.41%	$7,135	98.59%	$498,86
Water improvements	$131,000	0.00%	$0	100.00%	$131,00
Sanitary sewer improvements	$395,000	0.00%	$0	100.00%	$395,00
Storm drainage improvements	$447,566	0.00%	$0	100.00%	$447,56
Total	**$1,479,566**		**$7,135**		**$1,472,43**

[1]Based on the engineer's allocation described in Appendix B.
[2]The Actual Costs of the Initial Major Improvements allocated to the Mixed-Use Parcels will be paid entirely by the Developer without reimbursement.

Table V-B summarizes the allocation of Budgeted Costs of the Additional Major allocable to the Mixed-Use Parcels and Assessed Property. The Budgeted Costs shown in Table V-B are estimates

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and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Table V-B
Allocation of Additional Major Improvements to the Mixed-Use Parcel and Assessed Property

		Mixed-Use Parcel		Assessed Property	
Authorized Improvement	**Total Costs**	**% Allocation[1]**	**Share of Costs[2]**	**% Allocation**	**Share of Cost**
Roadway improvements	$6,555,000	1.41%	$92,426	98.59%	$6,462,57
Water improvements	$2,045,000	0.00%	$0	100.00%	$2,045,00
Sanitary sewer improvements	$1,425,000	0.00%	$0	100.00%	$1,425,00
Storm drainage improvements	$8,614,300	0.00%	$0	100.00%	$8,614,30
Other soft and miscellaneous costs	$6,540,236	0.00%	$0	100.00%	$6,540,23
Total	**$25,179,536**		**$92,426**		**$25,087,11**

[1]Based on the engineer's allocation described in Appendix B.
[2] The Actual Costs of the Additional Major Improvements allocated to the Mixed-Use Parcels will be paid entirely by the Developer without reimbursement.

Table V-C summarizes the allocation of Budgeted Costs of the remaining Initial Major Improvements and Additional Major Improvements, net of any allocation to the Mixed-Use Parcels, allocable to the Phase #1 Assessed Property and the Major Improvement Area. The Budgeted Costs shown in Table V-C are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Phase #1 is projected to contain 152 residential units. As shown in Appendix F, the total Equivalent Units for Phase #1 is calculated as 102.42. The Major Improvement Area is projected to contain 1,284 residential units resulting in a total of 992.72 Equivalent Units as shown in Appendix F. The total projected Equivalent Units in the PID is, therefore, calculated to be 1,095.14 (i.e., 102.42 + 992.72 = 1,095.14). As a result, 9.35 percent of the Budgeted Costs of the net Initial Major Improvements and Additional Major Improvements (i.e. 102.42 ÷ 1,095.14 = 9.35%) are allocated to the Phase #1 Assessed Property and 90.65 percent of the Budgeted Costs off the net Initial Major Improvements and Additional Major Improvements (i.e., 102.42 ÷ 1,095.14 = 90.65%) are allocated to the Future Phases. The Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) represents Phase #1's proportionate share of the Budgeted Costs of the Initial Major Improvements and the Phase #1 Improvements. The Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) represents Phase #1's proportionate share of the Budgeted Costs of the Additional Major Improvements.

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Table V-C
Allocation of Initial Major Improvements and Additional Major Improvements to Phase #1 and Future Phases

Authorized Improvement	Initial Major Improvements allocated to Assessed Property[1]	Additional Major Improvements allocated to Assessed Property[2]
Roadway improvements	$498,865	$6,462,575
Water improvements	$131,000	$2,045,000
Sanitary sewer improvements	$395,000	$1,425,000
Storm drainage improvements	$447,566	$8,614,300
Other soft and miscellaneous costs	$0	$6,540,236
Total Major Improvement Projects	**$1,472,431**	**$25,087,111**
Phase #1		
Projected Equivalent Units	102.42	102.42
% of total units	9.35%	9.35%
Proportionate Share of Costs	**$137,705**	**$2,346,204**
Future Phases (Major Improvement Area)		
Projected Equivalent Units	992.72	992.72
% of total units	90.65%	90.65%
Proportionate Share of Costs	**$1,334,726**	**$22,740,906**

[1]See Table V-A for allocation of Initial Major Improvements to the Mixed-Use Parcel and Assessed Property.
[2]See Table V-B for allocation of Additional Major Improvements to the Mixed-Use Parcel and Assessed Property.

D. ASSESSMENT METHODOLOGY

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

1. Assessment Methodology for Phase #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Projects to be financed under the Reimbursement Agreement and represented by the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) and the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) shall be allocated to the Phase #1 Assessed Property by spreading the entire respective Assessment across the Parcels of Phase #1 Assessed Property based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the costs of the Phase #1 Initial Projects and the Phase #1 Additional Major Improvements, as set forth in Table III-C, the City Council has determined that: (i) the benefit to

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Phase #1 Assessed Property from the Phase #1 Initial Projects is at least equal to the total of the Phase #1 Assessments – Phase #1 Initial Projects; and (ii) the benefit to the Phase #1 Assessed Property from the Phase #1 Additional Major Improvements is at least equal to the total of the Phase #1 Assessments – Phase #1 Additional Major Improvements.

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

The Assessment and Annual Installments for each Parcel or Lot of Phase #1 Assessed Property related to the Phase #1 Initial Projects is shown on the Phase #1 Assessment Roll - Phase #1 Initial Projects attached as Appendix G, and the Assessment and Annual Installments for each Parcel or Lot located within Phase #1 related to the Phase #1 Additional Major Improvements is shown on the Phase #1 Assessment Roll - Phase #1 Additional Major Improvements attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. Assessment Methodology for Future Phases

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

E. ASSESSMENTS

The Assessments for Phase #1 will be levied on each Parcel or Lot of Phase #1 Assessed Property according to the Phase #1 Assessment Roll - Phase #1 Initial Projects and the Phase #1 Assessment Roll - Phase #1 Additional Major Improvements, attached as Appendix G and Appendix H, respectively. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Assessment Rolls, subject to any revisions made during an Annual Service Plan Update. Non-Benefitted Property will not be subject to any Assessments.

See Appendix F for Assessment per unit, leverage, and estimated tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

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

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

G. Additional Interest Reserve

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds, if and when Bonds are issued, by no more than one half of one percent (0.50%) (the "Additional Interest"). The interest rate used to determine the Assessments securing any such Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs (the "Additional Interest Reserve"). If applicable, the Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected from Assessments that do not secure a series of Bonds.

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Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Annual Installments shall be collected from Phase #1 Assessed Property in an amount sufficient to (i) pay principal and interest on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) for the Phase #1 Initial Projects, (ii) pay principal and interest on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) for the Phase #1 Additional Major Improvements (iii) if and when Bonds are issued, to fund the Additional Interest Reserve(s) the Bonds as described in Section V, and (iv) to pay Administrative Expenses related to Phase #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE PHASES

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

C. REALLOCATION OF ASSESSMENTS

1. Subdivision

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

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

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

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

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

2. Consolidation

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

D. MANDATORY PREPAYMENT OF ASSESSMENTS

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

2. If at any time the Assessment per Unit on a Parcel of the Phase #1 Assessed Property exceeds the applicable Phase #1 Maximum Assessment Per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Unit for the Parcel exceeds the applicable Phase #1 Maximum Assessment Per Unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

E. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or and obligation created under the Reimbursement Agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs or Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/or related obligation under the Reimbursement Agreement, resulting in excess Bond proceeds being

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

available to redeem Bonds and/or a need to reduce the obligations under the Reimbursement Agreement, as the case may be, and such excess proceeds shall be applied to redeem Bonds and/or obligations under the Reimbursement Agreement may be reduced as provided in the Indenture or the terms of the Reimbursement Agreement, then the Assessment securing such series of Bonds and/or obligations under the Reimbursement Agreement for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or amounts due under a related reimbursement agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed and in accordance with the applicable Trust Indenture and/or Reimbursement Agreement.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bonds proceeds being available to redeem Bonds and/or a need to reduce the obligations under the Reimbursement Agreement, and such excess proceeds shall be applied to redeem Bonds and/or reduce obligations under the Reimbursement Agreement, as the case may be, as provided in the Indenture or the terms of the Reimbursement Agreement, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds and/or repay obligations under the Reimbursement Agreement, including interest on the Bonds (including Additional Interest) and/or interest due under the Reimbursement Agreement and Administrative Expenses. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or repay the obligations under the Reimbursement Agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under the Reimbursement Agreement is equal to the outstanding principal amount of the Bonds and/or reimbursement agreement.

F. PAYMENT OF ASSESSMENTS

1. Payment in Full

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

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

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

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

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

2. Payment in Annual Installments

Phase #1

Each Assessment for the Phase #1 Assessed Property shall be paid with interest based on the actual interest rate paid on either (i) the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) or (ii) the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) as shown on the Phase #1 Assessment Roll - Phase #1 Initial Projects and the Phase #1 Assessment Roll - Phase #1 Additional Major Improvements, respectively. Interest on Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) shall be paid based on an interest rate of 9.03% per annum for years 1 through 5 and 6.03% per annum following the fifth Annual Installment. Interest on Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) shall be paid based on an interest rate of 9.03% per annum for years 1 through 5 and 6.03% per annum following the fifth Annual Installment. Each Assessment shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during 30 days prior to the levy of Assessments was 4.03%. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #1 Assessment Roll - Phase #1 Initial Projects and the Phase #1 Assessment Roll - Phase #1 Additional Major Improvements, respectively.

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

The City reserves and shall have the right and option to refund future Bonds and/or issue Bonds to refund obligations created under the Reimbursement Agreement in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

G. COLLECTION OF ANNUAL INSTALLMENTS

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

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

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

Phase #1

The collection of the first Annual Installment from any Lot or Parcel for the Phase #1 Assessments - Phase #1 Initial Projects shall commence upon the earlier of: (i) September 1, 2024, (ii) with tax bills sent the first October after the issuance of one or more series of Bonds for Phase #1 Initial Projects and such that upon the issuance of such Bonds, all Assessments levied for the Phase #1 Initial Projects shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments related to the Phase #1 Initial Projects on the Phase #1 Assessed Property. Such first Annual Installment for a Phase #1 Lot or Parcel for which collection has begun shall be due by January 31st of the following calendar year.

The collection of the first Annual Installment from any Lot or Parcel for the Phase #1 Assessments - Phase #1 Additional Major Improvements shall commence upon the earlier of: (i) September 1, 2024, (ii) with tax bills sent the first October after the issuance of one or more series of Bonds for

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

the Phase #1 Additional Major Improvements and such that upon the issuance of such Bonds, all Assessments levied for the Phase #1 Additional Major Improvements shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments related to the Phase #1 Additional Major Improvements on the Phase #1 Assessed Property. Such first Annual Installment for a Phase #1 Lot or Parcel for which collection has begun shall be due by January 31st of the following calendar year.

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VII. THE ASSESSMENT ROLL

A. PHASE #1 ASSESSMENT ROLL – PHASE #1 INITIAL PROJECTS AND PHASE #1 ASSESSMENT ROLL – ADDITIONAL MAJOR IMPROVEMENTS

The City Council has evaluated each Parcel in Phase #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within Phase #1.

The Phase #1 Assessed Property has been assessed separately for the special benefits conferred upon the property resulting from (i) the Phase #1 Initial Projects being constructed at this time and (ii) the Phase #1 Additional Major Improvements. Table VII-A summarizes the $7,302,002 in special benefit received by the Phase #1 Assessed Property from the Phase #1 Projects, the Administrative Expenses related to Phase #1, and a portion of the costs of the PID formation. The Assessment being levied in connection with the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) is $4,945,798 and the Assessment being levied in connection with the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) is $1,760,000. The total of these two assessments being levied against the Phase #1 Assessment Property is $6,705,798 which is less than or equal to the benefit received by the Phase #1 Assessed Property from the Phase #1 Projects. Accordingly, the total, collective Assessment to be applied to all the Phase #1 Assessed Property is $6,705,798 plus, interest, Additional Interest if and when Bonds are issued, and annual Administrative Expenses. The Assessment for each Phase #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Phase #1 Assessment Roll - Phase #1 Initial Projects and the Phase #1 Assessment Roll - Phase #1 Additional Major Improvements are attached hereto as Appendix G and Appendix H, respectively. As Phases are developed, this SAP will be amended to identify the specific Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Property within the PID; and, the SAP will be amended to update the summary of the special benefits received by the Major Improvement Area Projects to include any Future Major Improvements being undertaken.

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Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Table VII-A
Phase #1
Special Benefit Summary

Special Benefit	Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects)	Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements)	Total
Phase #1 Improvements[1]	$4,773,093	$0	$4,773,09
Pro- rata share of Initial Major Improvements[1]	$137,705	$0	$137,70
Pro- rata share of Additional Major Improvements[1]	$0	$2,346,204	$2,346,20
Total Phase #1 Projects	*$4,910,798*	*$2,346,204*	*$7,257,00*
Other Assessment Levy Costs			
First year Administrative Expenses	$35,000	$10,000	$45,00
Subtotal	*$35,000*	*$10,000*	*$45,00*
Total Special Benefit	**$4,945,798**	**$2,356,204**	**$7,302,00**
Special Benefit:			
Total Special Benefit	$4,945,798	$2,356,204	$7,302,00
Assessment	$4,945,798	$1,760,000	$6,705,79
Excess Benefit	**$0**	**$596,204**	**$596,20**

[1]See Table III-C for details.

B. Future Phases Assessment Roll

As Future Phases are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Phases (e.g. an appendix will be added as the Assessment Roll for Phases).

C. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phase #1 Assessment Roll - Phase #1 Initial Projects and the Phase #1 Assessment Roll - Phase #1 Additional Major Improvements in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.F of this Service and Assessment Plan.

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

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

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

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

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

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

B. TERMINATION OF ASSESSMENTS

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

C. AMENDMENTS

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

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, collection costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

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

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

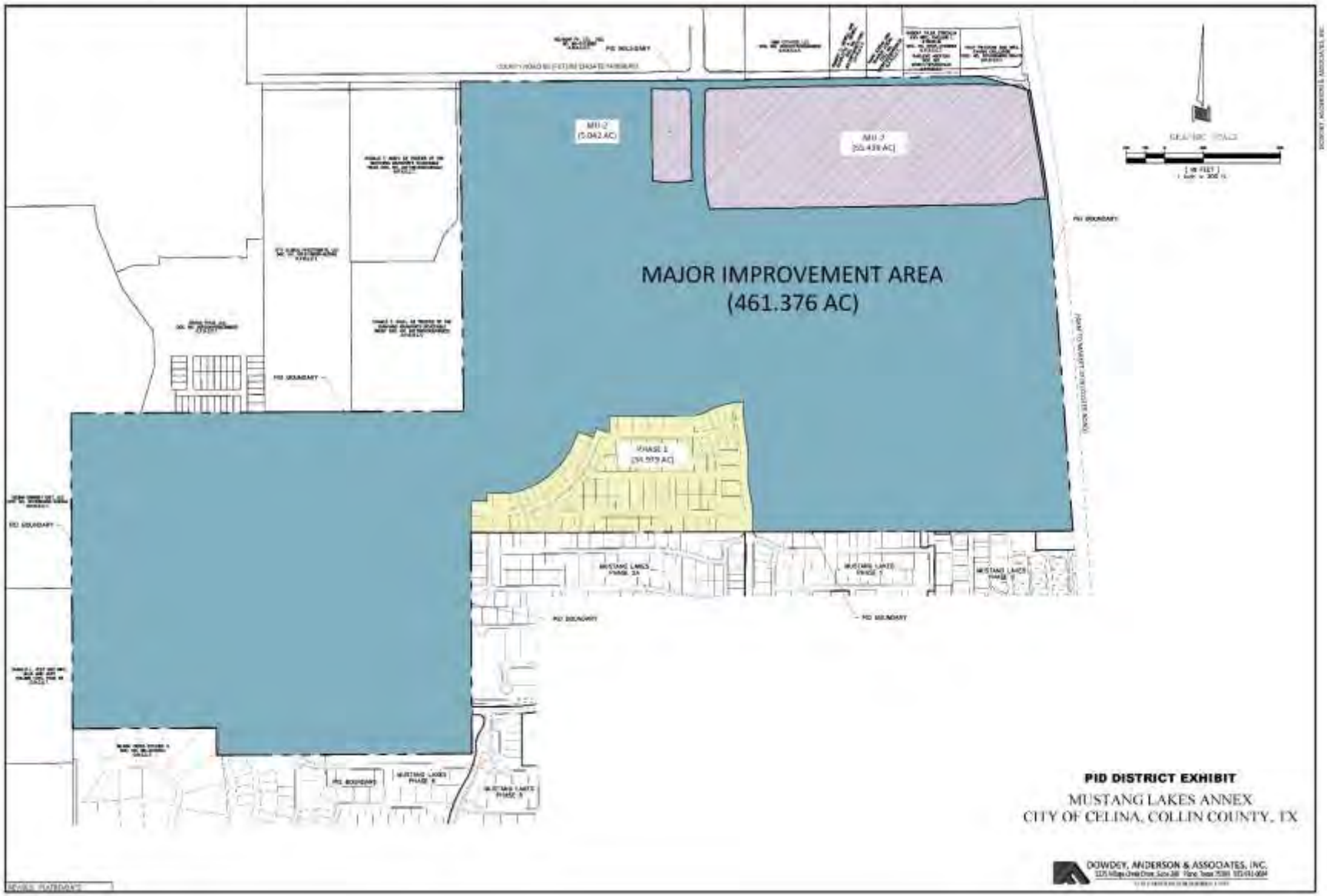
If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

APPENDIX A
PID MAP

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)


MAJOR IMPROVEMENT AREA
(461.376 AC)
PID DISTRICT EXHIBIT
MUSTANG LAKES ANNEX
CITY OF CELINA, COLLIN COUNTY, TX
DOWDEY, ANDERSON & ASSOCIATES, INC.



Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

APPENDIX B
BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Mustang Lakes Annex ~ PID

City of Celina, Collin County, Texas

Land Plan 8/5/2022

Total Lots: ***1,436*** *Total Acres:* ***472.2***

Prepared: ***10/28/2022***

DOWDEY, ANDERSON & ASSOCIATES, INC.

Land Planning ❖ Civil Engineering ❖ Water Resources ❖ Construction Services

Opinion of Probable Major Infrastructure Costs Summary

CATEGORY	Phase One Major Improvements	Phase Two Major Improvements	Phase Three Major Improvements	Phase Four Major Improvements	TOTAL
ROADWAY IMPROVEMENTS	$506,000	$3,789,000	$815,000	$1,951,000	$7,061,000
WATER IMPROVEMENTS	$131,000	$928,000	$468,000	$649,000	$2,176,000
SEWER IMPROVEMENTS	$395,000	$1,383,000	$0	$42,000	$1,820,000
STORM DRAIN IMPROVEMENTS	$0	$3,206,000	$1,601,000	$3,807,300	$8,614,300
SOFT & MISCELLANEOUS COSTS	$313,060	$2,268,360	$623,720	$1,359,107	$4,564,247
SUB-TOTALS	$1,345,060	$11,574,360	$3,507,720	$7,808,407	$24,235,547
OVERALL CONTINGENCY 10%	$134,506	$1,157,436	$350,772	$780,841	$2,423,555
CATEGORY TOTALS	**$1,479,566**	**$12,731,796**	**$3,858,492**	**$8,589,248**	**$26,659,102**

1) IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

3) THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.

4) THIS OPINION OF PROBABLE COST IS ASSOCIATED WITH THE SPECIFIC LAND PLAN SHOWN AT THE TOP OF THIS PAGE. THE SCOPE OF ANY FUTURE LAND PLAN REVISIONS WILL HAVE A DIRECT BEARING ON THE DEVELOPMENT COST.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Mustang Lakes Annex ~ PID, Phase One Direct Costs

City of Celina, Collin County, Texas

Land Plan 8/5/2022

Total Lots: ***152*** *Total Acres:* ***35.0***

Prepared: ***10/28/2022***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
ROADWAY IMPROVEMENTS	$1,561,000	$10,270	$44,600
WATER IMPROVEMENTS	$658,000	$4,329	$18,800
SEWER IMPROVEMENTS	$593,000	$3,901	$16,943
STORM DRAIN IMPROVEMENTS	$741,000	$4,875	$21,171
SOFT & MISCELLANEOUS COSTS	$786,175	$5,172	$22,462
SUB-TOTALS	$4,339,175	$28,547	$123,976
OVERALL CONTINGENCY 10%	$433,918	$2,855	$12,398
CATEGORY TOTALS	**$4,773,093**	**$31,402**	**$136,374**

EXCLUDES:

MANAGEMENT, ENVIRONMENTAL REPORTS, ROCK EXCAVATION, TREE MITIGATION OR RELOCATION, FRANCHISE RELOCATION, MOISTURE

- PREPARED WITHOUT THE BENEFIT OF A BOUNDARY SURVEY, TOPOGRAPHIC SURVEY, CITY REVIEW OF ENGINEERING DOCUMENTS
- PREPARED WITHOUT THE BENEFIT OF A FLOOD STUDY
- DOES NOT INCLUDE COST FOR OFF-SITE EASEMENT

1) IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

3) THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.

4) THIS OPINION OF PROBABLE COST IS ASSOCIATED WITH THE SPECIFIC LAND PLAN SHOWN AT THE TOP OF THIS PAGE. THE SCOPE OF ANY FUTURE LAND PLAN REVISIONS WILL HAVE A DIRECT BEARING ON THE DEVELOPMENT COST.

DOWDEY, ANDERSON & ASSOCIATES, INC.

...and Planning ◆ Civil Engineering ◆ Water Resources ◆ Construction Services

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Opinion of Probable Cost

Mustang Lakes Annex ~ PID, Phase One Direct Costs

City of Celina, Collin County, Texas

Land Plan 8/5/2022

Total Lots: ***152*** *Total Acres:* ***35.0***

Prepared: ***10/28/2022***

ROADWAY IMPROVEMENTS ~ EROSION CONTROL	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	LF.	3500	$ 5,250
POST DEVELOPMENT EROSION CONTROL:				
8' ROLL OF CURLEX WITH SEED	$ 1.50	LF.	12000	$ 18,000
ADMINISTRATION:				
SWPPP ADMINISTRATION	$ 150.00	LT.	152	$ 22,800
SALES TAX ON IMPROVEMENTS	8.25%	%	$ 23,250	$ 1,919
MISCELLANEOUS ITEMS (2.5%)				$ 2,031
TOTAL				**$ 50,000**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED.

ROADWAY IMPROVEMENTS ~ EXCAVATION	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING (VARIES SITE TO SITE)	$ 2,025.00	AC.	7.1	$ 14,378
CONSTRUCTION ENTRANCE	$ 3,200.00	EA.	1	$ 3,200
STREET & RIGHT-OF-WAY EXCAVATION	$ 3.25	CY.	30000	$ 97,500
MISCELLANEOUS ITEMS (2.5%)				$ 2,922
TOTAL				**$ 118,000**

NOTE:

1) THE COST FOR DEMOLISHING EXISTING STRUCTURES IS ONLY AN ALLOWANCE AND SHOULD BE CONFIRMED WITH CONTRACTOR

WATER IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 50.75	L.F.	5982	$ 303,587
8" GATE VALVE & BOX	$ 2,250.00	EA.	24	$ 54,000
CONNECT TO EXISTING WATERLINE	$ 1,000.00	EA.	1	$ 1,000
POST HYDRANT	$ 2,800.00	EA.	2	$ 5,600
FIRE HYDRANT W/ VALVE	$ 7,285.00	EA.	13	$ 94,705
1" SINGLE WATER SERVICE	$ 916.00	EA.	152	$ 139,232
MISCELLANEOUS FITTINGS	$ 5,880.00	TN.	5.0	$ 29,400
TESTING & CHLORINATION	$ 0.55	LF.	5982	$ 3,291
TRENCH SAFETY	$ -	LF.	5982	$ -
MAINTENANCE BOND	1.7%	%	$ 627,524	$ 10,668
MISCELLANEOUS ITEMS (2.5%)				$ 16,517
TOTAL				**$ 658,000**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SEWER IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 40.00	LF.	5687	$ 227,480
10" P.V.C. PIPE SDR-35	$ 56.00	LF.	507	$ 28,392
10" P.V.C. PIPE SDR-26	$ 80.00	LF.	272	$ 21,760
4' DIAMETER MANHOLE	$ 5,500.00	EA.	13	$ 71,500
5' DIAMETER MANHOLE	$ 9,350.00	EA.	6	$ 56,100
4" SERVICE LINES	$ 1,000.00	EA.	152	$ 152,000
TESTING & T.V. INSPECTION	$ 1.70	LF.	6466	$ 10,993
TRENCH SAFETY	$ 0.10	LF.	6466	$ 647
MAINTENANCE BOND	1.7%	%	$ 568,225.00	$ 9,660
MISCELLANEOUS ITEMS (2.5%)				$ 14,468
TOTAL				**$ 593,000**

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Opinion of Probable Cost

Mustang Lakes Annex ~ PID, Phase One Direct Costs

City of Celina, Collin County, Texas

Land Plan 8/5/2022

Total Lots: ***152*** *Total Acres:* ***35.0***

Prepared: ***10/28/2022***

STORM DRAIN IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
4' X 4' "Y" INLET	$ 4,100.00	EA.	1	$ 4,100
10' INLET	$ 5,350.00	EA.	26	$ 139,100
18" R.C.P. *(Reinforced Concrete Pipe)*	$ 63.00	LF.	852	$ 53,676
21" R.C.P.	$ 68.50	LF.	726	$ 49,731
27" R.C.P.	$ 85.00	LF.	862	$ 73,270
30" R.C.P.	$ 97.00	LF.	1217	$ 118,049
33" R.C.P.	$ 112.50	LF.	178	$ 20,025
36" R.C.P.	$ 128.50	LF.	50	$ 6,425
48" R.C.P.	$ 198.00	LF.	627	$ 124,146
PIPE HEADWALL	$ 5,000.00	EA.	2	$ 10,000
STORM SEWER MANHOLE	$ 6,700.00	EA.	5	$ 33,500
JUNCTION BOX	$ 8,000.00	EA.	1	$ 8,000
4' WIDE CONCRETE FLUME	$ 25.00	LF.	0	$ -
CONCRETE RIP-RAP	$ 85.00	SY.	0	$ -
GROUTED ROCK RIP-RAP	$ 60.00	SY.	0	$ -
ROCK-RIP-RAP	$ 55.00	SY.	142	$ 7,810
CONNECT TO EXISTING STORM LINE	$ 500.00	EA.	1	$ 500
GRADE TO DRAIN	$ 20.00	LF.	500	$ 10,000
WEIR OUTLET STRUCTURE	$ 20,000.00	LS.	1	$ 20,000
POND OUTLET STRUCTURE	$ 20,000.00	LS.	1	$ 20,000
DETENTION POND (VARIES)	$ 75,000.00	LS.	0	$ -
R&R CONCRETE PAVEMENT	$ 10.00	SF.	0	$ -
TESTING & T.V. INSPECTION	$ 2.50	LF.	4512	$ 11,280
TRENCH SAFETY	$ 0.10	LF.	4512	$ 452
MAINTENANCE BOND	1.7%	%	$ 709,612	$ 12,064
MISCELLANEOUS ITEMS (2.5%)				$ 18,872
TOTAL				**$ 741,000**

ROADWAY IMPROVEMENTS ~ PAVING	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" REINF. CONCRETE STREET PAVEMENT	$ 53.10	SY.	20631	$ 1,095,507
6" LIME TREATED SUBGRADE	$ 3.95	SY.	22105	$ 87,315
HYDRATED LIME	$ 230.00	TN.	398	$ 91,515
STREET HEADER	$ 25.00	LF.	88	$ 2,200
ROAD BARRICADE	$ 38.00	LF.	88	$ 3,344
5' SIDEWALK	$ 37.50	LF.	132	$ 4,950
BARRIER FREE RAMPS	$ 2,800.00	EA.	18	$ 50,400
STREET NAME BLADES	$ 300.00	EA.	16	$ 4,800
TRAFFIC SIGNS	$ 400.00	EA.	12	$ 4,800
MAINTENANCE BOND	1.0%	%	$ 1,344,831	$ 13,449
MISCELLANEOUS ITEMS (2.5%)				$ 34,720
TOTAL				**$ 1,393,000**

SOFT & MISCELLANEOUS COSTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CITY FEES:				
ENGINEERING REVIEW FEE	$ 50,000.00	LS.	1	$ 50,000
INSPECTION FEE	3.5%	%	$ 3,553,000	$ 124,355
PROFESSIONAL FEES:				
ENGINEERING, PLATTING, STAKING	8.0%	%	$3,553,000	$ 284,240
CONSTRUCTION MANAGEMENT	5.0%	%	$3,553,000	$ 177,650
LEGAL	$ 75,000.00	LS.	1	$ 75,000
PRINTS & COURIER SERVICE	$ 3,500.00	LS.	1	$ 3,730
OUTSIDE CONSULTANTS				
ENVIRONMENTAL PHASE 1	$ 12,000.00	LS.	0.12724189	$ 1,527
WETLANDS/WOTUS REPORT	$ 10,000.00	LS.	0.12724189	$ 1,273
GEOTECHNICAL REPORT 1	$ 75.00	LT.	152	$ 11,400
MATERIAL TESTING	$ 375.00	LT.	152	$ 57,000
TOTAL				**786,175**

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Mustang Lakes Annex ~ PID, Phase One Major Infrastructure

City of Celina, Collin County, Texas

Land Plan 8/5/2022

Total Lots: ***0*** *Total Acres:* ***35.0***

Prepared: ***10/28/2022***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
ROADWAY IMPROVEMENTS	$506,000	0	$14,457
WATER IMPROVEMENTS	$131,000	0	$3,743
SEWER IMPROVEMENTS	$395,000	0	$11,286
STORM DRAIN IMPROVEMENTS	$0	0	$0
SOFT & MISCELLANEOUS COSTS	$313,060	0	$8,945
SUB-TOTALS	$1,345,060	$0	$38,431
OVERALL CONTINGENCY 10%	$134,506	0	$3,843
CATEGORY TOTALS	**$1,479,566**	**$0**	**$42,274**

EXCLUDES:

- COST FOR AMENITY CENTER, TRAILS, LANDSCAPE / IRRIGATION, PERIMETER SITE IMPROVEMENTS, TELEPHONE OR CABLE FEES, CONSTRUCTION
- PREPARED WITHOUT THE BENEFIT OF A BOUNDARY SURVEY, TOPOGRAPHIC SURVEY, CITY REVIEW OF ENGINEERING DOCUMENTS
- PREPARED WITHOUT THE BENEFIT OF A FLOOD STUDY
- DOES NOT INCLUDE COST FOR OFF-SITE EASEMENT

1) IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

3) THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.

4) THIS OPINION OF PROBABLE COST IS ASSOCIATED WITH THE SPECIFIC LAND PLAN SHOWN AT THE TOP OF THIS PAGE. THE SCOPE OF ANY FUTURE LAND PLAN REVISIONS WILL HAVE A DIRECT BEARING ON THE DEVELOPMENT COST.

DOWDEY, ANDERSON & ASSOCIATES, INC.
Land Planning ❖ Civil Engineering ❖ Water Resources ❖ Construction Services

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Opinion of Probable Cost

Mustang Lakes Annex ~ PID, Phase One Major Infrastructure

City of Celina, Collin County, Texas

Land Plan 8/5/2022

Total Lots: ***0*** *Total Acres:* ***35***

Prepared: ***10/28/2022*** *Revised:* ***0***

ROADWAY IMPROVEMENTS ~ EROSION CONTROL	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	LF.	1500	$ 2,250
POST DEVELOPMENT EROSION CONTROL:				
8' ROLL OF CURLEX WITH SEED	$ 1.50	LF.	3000	$ 4,500
ADMINISTRATION:				
SWPPP ADMINISTRATION	$ 4,000.00	LS.	1	$ 4,000
SALES TAX ON IMPROVEMENTS	8.25%	%	$ 6,750	$ 557
MISCELLANEOUS ITEMS (2.5%)				$ 693
TOTAL				**$ 12,000**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED.

ROADWAY IMPROVEMENTS ~ EXCAVATION	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING (VARIES SITE TO SITE)	$ 2,025.00	AC.	1.5	$ 3,038
CONSTRUCTION ENTRANCE	$ 3,200.00	EA.	1	$ 3,200
STREET & RIGHT-OF-WAY EXCAVATION	$ 3.25	CY.	3600	$ 11,700
MISCELLANEOUS ITEMS (2.5%)				$ 1,062
TOTAL				**$ 19,000**

WATER IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 50.75	LF.	0	$ -
12" P.V.C. WATERLINE	$ 80.50	LF.	1045	$ 84,123
8" GATE VALVE & BOX	$ 2,250.00	EA.	0	$ -
12" GATE VALVE & BOX	$ 4,050.00	EA.	4	$ 16,200
POST HYDRANT	$ 2,800.00	EA.	2	$ 5,600
FIRE HYDRANT W/ VALVE	$ 7,285.00	EA.	2	$ 14,570
MISCELLANEOUS FITTINGS	$ 5,880.00	TN.	0.5	$ 2,940
CONNECT TO EXISTING WATERLINE	$ 1,000.00	EA.	1	$ 1,000
TESTING & CHLORINATION	$ 0.55	LF.	1045	$ 575
TRENCH SAFETY	$ -	LF.	1045	$ -
MAINTENANCE BOND	1.7%	%	$ 125,008	$ 2,126
MISCELLANEOUS ITEMS (2.5%)				$ 3,866
TOTAL				**$ 131,000**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SEWER IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
15" P.V.C. PIPE SDR-26	$ 103.50	L.F.	2129	$ 220,352
6' DIAMETER DROP MANHOLE OVER EXISTING MAIN	$ 20,550.00	L.F.	1	$ 20,550
5' DIAMETER MANHOLE	$ 9,350.00	EA.	14	$ 130,900
MANHOLE I & I BARRIERS	$ 420.00	EA.	6	$ 2,520
TESTING & T.V. INSPECTION	$ 1.70	LF.	2129	$ 3,620
TRENCH SAFETY	$ 0.10	LF.	2129	$ 213
MAINTENANCE BOND	1.7%	%	$ 377,942.00	$ 6,426
MISCELLANEOUS ITEMS (2.5%)				$ 10,419
TOTAL				**$ 395,000**

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Opinion of Probable Cost

Mustang Lakes Annex ~ PID, Phase One Major Infrastructure

City of Celina, Collin County, Texas

Land Plan 8/5/2022

Total Lots: ***0*** *Total Acres:* ***35***

Prepared: ***10/28/2022*** *Revised:* ***0***

ROADWAY IMPROVEMENTS ~ PAVING	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" REINF. CONCRETE STREET PAVEMENT	$ 67.00	SY.	5312	$ 355,904
6" LIME TREATED SUBGRADE	$ 3.95	SY.	5500	$ 21,725
HYDRATED LIME	$ 230.00	TN.	99	$ 22,770
STREET HEADER	$ 25.00	LF.	45	$ 1,125
ROAD BARRICADE	$ 38.00	LF.	45	$ 1,710
6' TRAIL	$ 45.00	LF.	1060	$ 47,700
BARRIER FREE RAMPS	$ 2,800.00	EA.	2	$ 5,600
STREET NAME BLADES	$ 300.00	EA.	2	$ 600
TRAFFIC SIGNS	$ 400.00	EA.	2	$ 800
MAINTENANCE BOND	1.0%	%	$ 457,934	$ 4,580
MISCELLANEOUS ITEMS (2.5%)				$ 12,486
TOTAL				**$ 475,000**

SOFT & MISCELLANEOUS COSTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CITY FEES:				
ENGINEERING REVIEW FEE	$ 15,000.00	LS.	1	$ 15,000
INSPECTION FEE	3.5%	%	$ 1,032,000	$ 36,120
PROFESSIONAL FEES:				
ENGINEERING, PLATTING, STAKING	12%	%	$1,032,000	$ 123,840
CONSTRUCTION MANAGEMENT	5%	%	$1,032,000	$ 51,600
LEGAL	$ 75,000.00	LS.	1	$ 75,000
PRINTS & COURIER SERVICE	$ 2,650.00	LS.	1	$ 2,500
OUTSIDE CONSULTANTS				
ENVIRONMENTAL PHASE 1	$ -	LS.	1	$ -
WETLANDS/WOTUS REPORT	$ -	LS.	1	$ -
GEOTECHNICAL REPORT 1	$ -	LS.	0	$ -
MATERIAL TESTING	$ 9,000.00	LS.	1	$ 9,000
TOTAL				**313,060**

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Mustang Lakes Annex ~ PID, Phase Two Major Infrastructure

City of Celina, Collin County, Texas

Land Plan 8/5/2022

Total Lots: ***0*** *Total Acres:* ***80.9***

Prepared: ***10/28/2022***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
ROADWAY IMPROVEMENTS	$3,789,000	0	$46,836
WATER IMPROVEMENTS	$928,000	0	$11,471
SEWER IMPROVEMENTS	$1,383,000	0	$17,095
STORM DRAIN IMPROVEMENTS	$3,206,000	0	$39,629
SOFT & MISCELLANEOUS COSTS	$2,268,360	0	$28,039
SUB-TOTALS	$11,574,360	$0	$143,070
OVERALL CONTINGENCY 10%	$1,157,436	0	$14,307
CATEGORY TOTALS	**$12,731,796**	**$0**	**$157,377**

EXCLUDES:

- COST FOR AMENITY CENTER, TRAILS, LANDSCAPE / IRRIGATION, PERIMETER SITE IMPROVEMENTS, TELEPHONE OR CABLE FEES, CONSTRUCTION
- PREPARED WITHOUT THE BENEFIT OF A BOUNDARY SURVEY, TOPOGRAPHIC SURVEY, CITY REVIEW OF ENGINEERING DOCUMENTS
- PREPARED WITHOUT THE BENEFIT OF A FLOOD STUDY
- DOES NOT INCLUDE COST FOR OFF-SITE EASEMENT

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DOWDEY, ANDERSON & ASSOCIATES, INC.
Land Planning ❖ Civil Engineering ❖ Water Resources ❖ Construction Services

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

ROSELAND PARKWAY ~ NORTH

Celina, Collin County, Texas

Total Acres: ***1.0***

Prepared: ***05/02/22*** *Revised:*

ROADWAY IMPROVEMENTS ~ EROSION CONTROL	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE EROSION CONTROL				
CONSTRUCTION ENTRANCE	$ 3,200.00	EA.	1	$ 3,200
SILT FENCE	$ 2.00	L.F.	1,800	$ 3,600
POST EROSION CONTROL				
8' ROLL OF CURLEX WITH SEED	$ 2.25	L.F.	1,800	$ 4,050
INLET PROTECTION	$ 200.00	EA.	4	$ 800
STREET SWEEPING	$ 750.00	EA.	3	$ 2,250
ADMINISTRATION				
SWPPP BOOK (AND COPY)	$ 2,000.00	LS.	1	$ 2,000
SWPPP SITE SIGNAGE	$ 711.00	EA.	1	$ 711
WEEKLY INSPECTIONS	$ 250.00	EA.	52	$ 13,000
SALES TAX ON IMPROVEMENTS	8.25%	%	$ 13,900.00	$ 1,147
MISCELLANEOUS ITEMS (2.5%)				$ 1,242
TOTAL				**$ 32,000**

ROADWAY IMPROVEMENTS ~ EXCAVATION	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 3,000.00	ACRE	1	$ 3,000
UNCLASSIFIED EXCAVATION	$ 3.50	C.Y.	2,420	$ 8,470
MISCELLANEOUS ITEMS (2.5%)				$ 530
TOTAL				**$ 12,000**

STORM DRAIN IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
21" R.C.P.	$ 75.00	L.F.	125	$ 9,375
24" R.C.P.	$ 82.00	L.F.	200	$ 16,400
36" R.C.P.	$ 145.00	L.F.	60	$ 8,700
42" R.C.P.	$ 192.00	L.F.	100	$ 19,200
RECESSED CURB INLET	$ 6,000.00	EA.	2	$ 12,000
WYE INLET	$ 5,000.00	EA.	2	$ 10,000
4'X4' STORM MANHOLE	$ 8,500.00	EA.	2	$ 17,000
42" HEADWALL	$ 7,000.00	EA.	1	$ 7,000
GRADE TO DRAIN	$ 20.00	L.F.	700	$ 14,000
RIP RAP	$ 12.00	S.F.	400	$ 4,800
TESTING & TV INSPECTION	$ 2.50	L.F.	485	$ 1,213
TRENCH SAFETY	$ 1.00	L.F.	485	$ 485
MAINTENANCE BOND	1.7%	%	$ 142,475.00	$ 2,423
MISCELLANEOUS ITEMS (2.5%)				$ 3,404
TOTAL				**$ 126,000**

NOTES:

STORM SEWER CROSSINGS ARE SIZED TO CAPTURE UN-DEVELOPED FLOWS OFF COMMERCIAL CORNER AND DEVELOPED SINGLE FAMILY (HIGH DENSITY) FLOWS OFF BB LIVING.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

ROSELAND PARKWAY ~ NORTH

Celina, Collin County, Texas

Total Acres: ***1.0***

Prepared: ***05/02/22*** *Revised:*

ROADWAY IMPROVEMENTS ~ PAVING	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" REINF. CONCRETE STREET PAVEMENT (28' B-B)	$ 75.00	S.Y.	3,366	$ 252,450
6" LIME TREATED SUBGRADE	$ 4.00	S.Y.	3,861	$ 15,444
HYDRATED LIME (48 LBS/SY)	$ 320.00	TON	93	$ 29,653
DECORATIVE PAVEMENT	$ 320.00	S.Y.	38	$ 12,160
8' TRAIL	$ 52.00	L.F.	450	$ 23,400
BARRIER FREE RAMPS	$ 2,800.00	EA.	4	$ 11,200
STRIPING/BUTTONING	$ 10,000.00	L.S.	1	$ 10,000
STREET NAME BLADES	$ 1,350.00	EA.	2	$ 2,700
TRAFFIC SIGNS	$ 1,350.00	EA.	3	$ 4,050
TRAFFIC CONTROL	$ 5,000.00	L.S.	1	$ 5,000
MAINTENANCE BOND	1.7%	%	$ 361,057.00	$ 6,138
MISCELLANEOUS ITEMS (2.5%)				$ 9,805
TOTAL				**$ 382,000**

SEWER IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
MAINTENANCE BOND	1.7%	%	$ -	$ -
MISCELLANEOUS ITEMS (2.5%)				$ -
TOTAL				**$ -**

WATER IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
12" P.V.C. WATERLINE	$ 80.50	L.F.	920	$ 74,060
8" P.V.C. WATERLINE	$ 50.75	L.F.	50	$ 2,538
12" GATE VALVE	$ 3,700.00	EA.	3	$ 11,100
8" GATE VALVE	$ 2,200.00	EA.	2	$ 4,400
FIRE HYDRANT AND 6" VALVE	$ 7,285.00	EA.	6	$ 43,710
MISCELLANEOUS FITTINGS	$ 5,880.00	TON	1.0	$ 5,880
TESTING & CHLORINATION	$ 2.00	L.F.	970	$ 1,940
TRENCH SAFETY	$ 1.50	L.F.	970	$ 1,455
MAINTENANCE BOND	1.7%	%	$ 141,687.50	$ 2,409
MISCELLANEOUS ITEMS (2.5%)				$ 4,509
TOTAL				**$ 152,000**

SOFT & MISCELLANEOUS COSTS	UNIT COST	UNIT	QTY	TOTAL
CITY FEES				
ENGINEERING REVIEW FEE	$ 30,000.00	L.S.	1	$ 30,000
INSPECTION FEE	3.5%	%	660,000	$ 23,100
PROFESSIONAL FEES				
TRAFFIC ENGINEERING	$ 30,000.00	L.S.	1	$ 30,000
ENGINEERING/SURVEYING	12.0%	%	704,000	$ 84,480
CONSTRUCTION MANAGEMENT	5.0%	%	704,000	$ 35,200
GEOTECHNICAL REPORT & MATERIAL TESTING	$ 12,000.00	L.S.	1	$ 12,000
MISCELLANEOUS ITEMS (2.5%)				$ 6,220
TOTAL				**$ 221,000**

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

ROSELAND PARKWAY ~ SOUTH

Celina, Collin County, Texas

Total Acres: ***2.8***

Prepared: ***05/02/22*** *Revised:*

ROADWAY IMPROVEMENTS ~ EROSION CONTROL	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE EROSION CONTROL				
CONSTRUCTION ENTRANCE	$ 3,200.00	EA.	1	$ 3,200
SILT FENCE	$ 2.00	L.F.	3,000	$ 6,000
POST EROSION CONTROL				
8' ROLL OF CURLEX WITH SEED	$ 2.25	L.F.	3,000	$ 6,750
INLET PROTECTION	$ 200.00	EA.	4	$ 800
STREET SWEEPING	$ 750.00	EA.	3	$ 2,250
ADMINISTRATION				
SWPPP BOOK (AND COPY)	$ 2,000.00	LS.	1	$ 2,000
SWPPP SITE SIGNAGE	$ 190.00	EA.	1	$ 190
WEEKLY INSPECTIONS	$ 250.00	EA.	52	$ 13,000
SALES TAX ON IMPROVEMENTS	8.25%	%	$ 19,000.00	$ 1,568
MISCELLANEOUS ITEMS (2.5%)				$ 1,242
TOTAL				**$ 37,000**

ROADWAY IMPROVEMENTS ~ EXCAVATION	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 3,000.00	ACRE	2.8	$ 8,400
UNCLASSIFIED EXCAVATION	$ 3.50	C.Y.	6,000	$ 21,000
MISCELLANEOUS ITEMS (2.5%)				$ 1,600
TOTAL				**$ 31,000**

STORM DRAIN IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 80.00	L.F.	150	$ 12,000
21" R.C.P.	$ 85.00	L.F.	100	$ 8,500
24" R.C.P.	$ 92.00	L.F.	300	$ 27,600
30" R.C.P.	$ 115.00	L.F.	300	$ 34,500
36" R.C.P.	$ 142.00	L.F.	110	$ 15,620
48" R.C.P.	$ 230.00	L.F.	100	$ 23,000
5' x 4' BOX CULVERT	$ 400.00	L.F.	120	$ 48,000
RECESSED CURB INLET	$ 6,000.00	EA.	4	$ 24,000
4'X4' STORM MANHOLE	$ 8,500.00	EA.	1	$ 8,500
CULVERT HEADWALL	$ 7,000.00	EA.	1	$ 7,000
GRADE TO DRAIN	$ 20.00	L.F.	300	$ 6,000
RIP RAP	$ 15.00	S.F.	150	$ 2,250
TESTING & TV INSPECTION	$ 2.50	L.F.	1,180	$ 2,950
TRENCH SAFETY	$ 1.00	L.F.	1,180	$ 1,180
MAINTENANCE BOND	1.7%	%	$ 216,970.00	$ 3,689
MISCELLANEOUS ITEMS (2.5%)				$ 6,211
TOTAL				**$ 231,000**

NOTES:

STORM SEWER CROSSINGS ARE SIZED TO CAPTURE UN-DEVELOPED FLOWS OFF COMMERCIAL CORNER AND DEVELOPED SINGLE FAMILY (HIGH DENSITY) FLOWS OFF BB LIVING.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

ROSELAND PARKWAY ~ SOUTH

Celina, Collin County, Texas

Total Acres: ***2.8***

Prepared: ***05/02/22*** *Revised:*

ROADWAY IMPROVEMENTS ~ PAVING	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" REINF. CONCRETE STREET PAVEMENT (45' B-B)	$ 75.00	S.Y.	7,400	$ 555,000
6" LIME TREATED SUBGRADE	$ 4.00	S.Y.	7,730	$ 30,920
HYDRATED LIME (48 LBS/SY)	$ 320.00	TON	186	$ 59,367
DECORATIVE PAVEMENT	$ 320.00	S.Y.	50	$ 16,000
8' TRAIL	$ 52.00	L.F.	1,480	$ 76,960
BARRIER FREE RAMPS	$ 2,800.00	EA.	4	$ 11,200
STRIPING/BUTTONING	$ 10,000.00	L.S.	1	$ 10,000
STREET NAME BLADES	$ 1,350.00	EA.	2	$ 2,700
TRAFFIC SIGNS	$ 1,350.00	EA.	5	$ 6,750
TRAFFIC CONTROL	$ 5,000.00	L.S.	1	$ 5,000
MAINTENANCE BOND	1.7%	%	$ 768,897.00	$ 13,072
MISCELLANEOUS ITEMS (2.5%)				$ 20,031
TOTAL				**$ 807,000**

SEWER IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
MAINTENANCE BOND	1.7%	%	$ -	$ -
MISCELLANEOUS ITEMS (2.5%)				$ -
TOTAL				**$ -**

WATER IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
12" P.V.C. WATERLINE	$ 80.50	L.F.	1,480	$ 119,140
12" GATE VALVE	$ 3,700.00	EA.	5	$ 18,500
FIRE HYDRANT AND 6" VALVE	$ 7,285.00	EA.	3	$ 21,855
MISCELLANEOUS FITTINGS	$ 5,880.00	TON	0.3	$ 1,764
TESTING & CHLORINATION	$ 2.00	L.F.	1,480	$ 2,960
TRENCH SAFETY	$ 1.50	L.F.	1,480	$ 2,220
MAINTENANCE BOND	1.7%	%	$ 161,259.00	$ 2,742
MISCELLANEOUS ITEMS (2.5%)				$ 4,819
TOTAL				**$ 174,000**

SOFE & MISCELLANEOUS COSTS	UNIT COST	UNIT	QTY	TOTAL
CITY FEES				
ENGINEERING REVIEW FEE	$ 30,000.00	L.S.	1	$ 30,000
INSPECTION FEE	3.5%	%	1,212,000	$ 42,420
PROFESSIONAL FEES				
TRAFFIC ENGINEERING	$ 30,000.00	L.S.	1	$ 30,000
ENGINEERING/SURVEYING	12.0%	%	1,280,000	$ 153,600
CONSTRUCTION MANAGEMENT	5.0%	%	1,280,000	$ 64,000
GEOTECHNICAL REPORT & MATERIAL TESTING	$ 12,000.00	L.S.	1	$ 12,000
MISCELLANEOUS ITEMS (2.5%)				$ 8,980
TOTAL				**$ 341,000**

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

CHOATE PARKWAY

Celina, Collin County, Texas

Total Acres: ***4.0***

Prepared: ***05/02/22*** *Revised:* ***08/22/22***

ROADWAY IMPROVEMENTS ~ EROSION CONTROL	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE EROSION CONTROL				
CONSTRUCTION ENTRANCE	$ 3,200.00	EA.	1	$ 3,200
SILT FENCE	$ 2.00	L.F.	5,400	$ 10,800
POST EROSION CONTROL				
8' ROLL OF CURLEX WITH SEED	$ 2.25	L.F.	5,400	$ 12,150
INLET PROTECTION	$ 200.00	EA.	7	$ 1,400
STREET SWEEPING	$ 750.00	EA.	3	$ 2,250
ADMINISTRATION				
SWPPP BOOK (AND COPY)	$ 2,000.00	LS.	1	$ 2,000
SWPPP SITE SIGNAGE	$ 100.00	EA.	1	$ 100
WEEKLY INSPECTIONS	$ 250.00	EA.	52	$ 13,000
SALES TAX ON IMPROVEMENTS	8.25%	%	$ 29,800.00	$ 2,459
MISCELLANEOUS ITEMS (2.5%)				$ 1,641
TOTAL				**$ 49,000**

ROADWAY IMPROVEMENTS ~ EXCAVATION	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 3,000.00	ACRE	4	$ 12,000
UNCLASSIFIED EXCAVATION	$ 3.50	C.Y.	12,907	$ 45,173
MISCELLANEOUS ITEMS (2.5%)				$ 1,827
TOTAL				**$ 59,000**

STORM DRAIN IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
21" R.C.P.	$ 75.00	L.F.	625	$ 46,875.00
36" R.C.P.	$ 145.00	L.F.	400	$ 58,000.00
42" R.C.P.	$ 192.00	L.F.	400	$ 76,800.00
48" R.C.P.	$ 205.00	L.F.	210	$ 43,050.00
2 - 7' X 4' R.C.B.	$ 1,000.00	L.F.	80	$ 80,000.00
2 - 7' X 5' R.C.B.	$ 1,150.00	L.F.	770	$ 885,500.00
2 - 8' X 6' R.C.B.	$ 1,300.00	L.F.	200	$ 260,000.00
10' X 6' R.C.B.	$ 700.00	L.F.	200	$ 140,000.00
RECESSED CURB INLET	$ 6,000.00	EA.	10	$ 60,000.00
WYE INLET	$ 5,000.00	EA.	4	$ 20,000.00
4'X4' STORM MANHOLE	$ 8,500.00	EA.	2	$ 17,000.00
6'X6' STORM MANHOLE	$ 12,500.00	EA.	2	$ 25,000.00
2 - 7'X4' RCB HEADWALL	$ 12,000.00	EA.	1	$ 12,000.00
2 - 7'X5' RCB HEADWALL	$ 18,000.00	EA.	1	$ 18,000.00
2 - 8' X 6' RCB HEADWALL	$ 20,000.00	EA.	1	$ 20,000.00
10' X 6' RCB HEADWALL	$ 12,000.00	EA.	1	$ 12,000.00
GRADE TO DRAIN	$ 20.00	L.F.	400	$ 8,000.00
RIP RAP	$ 12.00	S.F.	1,800	$ 21,600.00
TESTING & TV INSPECTION	$ 2.50	L.F.	2,885	$ 7,213.00
TRENCH SAFETY	$ 1.00	L.F.	2,885	$ 2,885.00
MAINTENANCE BOND	1.7%	%	$1,803,825.00	$ 30,666
MISCELLANEOUS ITEMS (2.5%)				$ 46,411
TOTAL				**$ 1,891,000.00**

NOTES:

STORM SEWER CROSSINGS ARE SIZED TO CAPTURE UN-DEVELOPED FLOWS.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

CHOATE PARKWAY

Celina, Collin County, Texas

Total Acres: ***4.0***

Prepared: ***05/02/22*** *Revised:* ***08/22/22***

ROADWAY IMPROVEMENTS ~ PAVING	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
9" REINF. CONCRETE STREET PAVEMENT (28' B-B)	$ 85.00	S.Y.	10,820	$ 919,700
6" LIME TREATED SUBGRADE	$ 5.00	S.Y.	12,235	$ 61,175
HYDRATED LIME (48 LBS/SY)	$ 320.00	TON	294	$ 93,965
DECORATIVE PAVEMENT	$ 320.00	S.Y.	742	$ 237,440
10' TRAIL	$ 80.00	L.F.	850	$ 68,000
BARRIER FREE RAMPS	$ 2,800.00	EA.	6	$ 16,800
STRIPING/BUTTONING	$ 10,000.00	L.S.	5	$ 50,000
STREET NAME BLADES	$ 1,350.00	EA.	8	$ 10,800
TRAFFIC SIGNS	$ 1,350.00	EA.	25	$ 33,750
TRAFFIC CONTROL AND TEMPORARY ACCESS	$ 100,000.00	L.S.	1	$ 100,000
MAINTENANCE BOND	1.7%	%	$1,491,630.00	$ 25,358
MISCELLANEOUS ITEMS (2.5%)				$ 41,012
TOTAL				**$ 1,658,000**

SEWER IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
MAINTENANCE BOND	1.7%	%	$ -	$ -
MISCELLANEOUS ITEMS (2.5%)				$ -
TOTAL				**$ -**

WATER IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
12" P.V.C. WATERLINE	$ 80.50	L.F.	2,550	$ 205,275
8" P.V.C. WATERLINE	$ 50.75	L.F.	275	$ 13,956
12" GATE VALVE	$ 3,700.00	EA.	10	$ 37,000
8" GATE VALVE	$ 2,200.00	EA.	7	$ 15,400
FIRE HYDRANT AND 6" VALVE	$ 7,285.00	EA.	6	$ 43,710
CONNECT TO EXISTING WATER	$ 5,000.00	EA.	1	$ 5,000
MISCELLANEOUS FITTINGS	$ 5,880.00	TON	3.0	$ 17,640
TESTING & CHLORINATION	$ 2.00	L.F.	2,825	$ 5,650
TRENCH SAFETY	$ 1.50	L.F.	2,825	$ 4,238
MAINTENANCE BOND	1.7%	%	$ 337,981.25	$ 5,746
MISCELLANEOUS ITEMS (2.5%)				$ 9,385
TOTAL				**$ 363,000**

SOFT & MISCELLANEOUS COSTS	UNIT COST	UNIT	QTY	TOTAL
CITY FEES				
ENGINEERING REVIEW FEE	$ 40,000.00	L.S.	1	$ 40,000
INSPECTION FEE	3.5%	%	3,912,000	$ 136,920
PROFESSIONAL FEES				
TRAFFIC ENGINEERING	$ 30,000.00	L.S.	1	$ 30,000
ENGINEERING/SURVEYING	12.0%	%	4,020,000	$ 482,400
CONSTRUCTION MANAGEMENT	5.0%	%	4,020,000	$ 201,000
ROUNDABOUT DESIGN	$ 50,000.00	L.S.	1	$ 50,000
GEOTECHNICAL REPORT & MATERIAL TESTING	$ 12,000.00	L.S.	1	$ 12,000
MISCELLANEOUS ITEMS (2.5%)				$ 24,680
TOTAL				**$ 977,000**

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Opinion of Probable Cost

Mustang Lakes Annex ~ PID, Phase Two Major Infrastructure

City of Celina, Collin County, Texas

Land Plan 8/5/2022

Total Lots: ***0*** *Total Acres:* ***80.9***

Prepared: ***10/28/2022*** *Revised:* ***0***

ROADWAY IMPROVEMENTS ~ EROSION CONTROL	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	LF.	5230	$ 7,845
POST DEVELOPMENT EROSION CONTROL:				
8' ROLL OF CURLEX WITH SEED	$ 1.50	LF.	5230	$ 7,845
ADMINISTRATION:				
SWPPP ADMINISTRATION	$ 8,000.00	LS.	1	$ 8,000
SALES TAX ON IMPROVEMENTS	8.25%	%	$ 15,690	$ 1,295
MISCELLANEOUS ITEMS (2.5%)				$ 1,015
TOTAL				**$ 26,000**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED.

ROADWAY IMPROVEMENTS ~ EXCAVATION	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING (VARIES SITE TO SITE)	$ 2,025.00	AC.	2	$ 4,050
CONSTRUCTION ENTRANCE	$ 3,200.00	EA.	1	$ 3,200
STREET & RIGHT-OF-WAY EXCAVATION	$ 3.25	CY.	8000	$ 26,000
MISCELLANEOUS ITEMS (2.5%)				$ 1,750
TOTAL				**$ 35,000**

NOTE:

1) THE COST FOR DEMOLISHING EXISTING STRUCTURES IS ONLY AN ALLOWANCE AND SHOULD BE CONFIRMED WITH CONTRACTOR

WATER IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 50.75	LF.	1000	$ 50,750
12" P.V.C. WATERLINE	$ 80.50	LF.	1500	$ 120,750
8" GATE VALVE & BOX	$ 2,250.00	EA.	4	$ 9,000
12" GATE VALVE & BOX	$ 4,050.00	EA.	3	$ 12,150
FIRE HYDRANT W/ VALVE	$ 7,285.00	EA.	4	$ 29,140
MISCELLANEOUS FITTINGS	$ 5,880.00	TN.	1.0	$ 5,880
TESTING & CHLORINATION	$ 0.55	LF.	2500	$ 1,375
TRENCH SAFETY	$ -	LF.	2500	$ -
MAINTENANCE BOND	1.7%	%	$ 229,045	$ 3,894
MISCELLANEOUS ITEMS (2.5%)				$ 6,061
TOTAL				**$ 239,000**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Opinion of Probable Cost

Mustang Lakes Annex ~ PID, Phase Two Major Infrastructure

City of Celina, Collin County, Texas

Land Plan 8/5/2022

Total Lots: ***0*** *Total Acres:* ***80.9***

Prepared: ***10/28/2022*** *Revised:* ***0***

SEWER IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
10" P.V.C. PIPE SDR-35	$ 110.00	L.F.	350	$ 38,500
10" P.V.C. PIPE SDR-26	$ 140.00	L.F.	110	$ 15,400
12" P.V.C. PIPE SDR-26	$ 175.00	L.F.	1440	$ 252,000
15" P.V.C. PIPE SDR-35	$ 175.00	L.F.	2350	$ 411,250
15" P.V.C. PIPE SDR-26	$ 220.00	L.F.	1020	$ 224,400
4' DIAMETER MANHOLE	$ 5,500.00	EA.	2	$ 11,000
5' DIAMETER MANHOLE	$ 9,350.00	EA.	9	$ 84,150
5' DIAMETER MANHOLE (EXTRA DEPTH)	$ 20,000.00	EA.	14	$ 280,000
TESTING & T.V. INSPECTION	$ 1.70	LF.	5270	$ 8,959
TRENCH SAFETY	$ 0.10	LF.	5270	$ 527
MAINTENANCE BOND	1.7%	%	$ 1,325,659.00	$ 22,537
MISCELLANEOUS ITEMS (2.5%)				$ 34,277
TOTAL				**$ 1,383,000**

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Opinion of Probable Cost

Mustang Lakes Annex ~ PID, Phase Two Major Infrastructure

City of Celina, Collin County, Texas

Land Plan 8/5/2022

Total Lots: ***0*** *Total Acres:* ***80.9***

Prepared: ***10/28/2022*** *Revised:* ***0***

STORM DRAIN IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
4' X 4' "Y" INLET	$ 4,100.00	EA.	2	$ 8,200
10' INLET	$ 5,350.00	EA.	8	$ 42,800
18" R.C.P. *(Reinforced Concrete Pipe)*	$ 63.00	LF.	390	$ 24,570
21" R.C.P.	$ 68.50	LF.	40	$ 2,740
24" R.C.P.	$ 76.75	LF.	400	$ 30,700
30" R.C.P.	$ 97.00	LF.	370	$ 35,890
36" R.C.P.	$ 128.50	LF.	130	$ 16,705
48" R.C.P.	$ 198.00	LF.	100	$ 19,800
5' X 4' R.C.B	$ 385.00	LF.	120	$ 46,200
7' X 3' R.C.B	$ 400.00	LF.	150	$ 60,000
CULVERT HEADWALL	$ 12,000.00	EA.	2	$ 24,000
PIPE HEADWALL	$ 5,000.00	EA.	2	$ 10,000
STORM SEWER MANHOLE	$ 6,700.00	EA.	1	$ 6,700
POND OUTLET STRUCTURE	$ 20,000.00	LS.	4	$ 80,000
POND RETAINING WALL	$ 75.00	L.F.	4,330	$ 324,750
POND EXCAVATION	$ 3.25	CY	54,000	$ 175,500
GRADE TO DRAIN	$ 20.00	LF.	300	$ 6,000
TESTING & T.V. INSPECTION	$ 2.50	LF.	1704	$ 4,260
TRENCH SAFETY	$ 0.10	LF.	1704	$ 171
MAINTENANCE BOND	1.7%	%	$ 918,815	$ 15,620
MISCELLANEOUS ITEMS (2.5%)				$ 23,394
TOTAL				**$ 958,000**

ROADWAY IMPROVEMENTS ~ PAVING	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" REINF. CONCRETE STREET PAVEMENT	$ 75.00	SY.	4050	$ 303,750
6" LIME TREATED SUBGRADE	$ 3.95	SY.	7150	$ 28,243
HYDRATED LIME	$ 230.00	TN.	128.7	$ 29,601
BARRIER FREE RAMPS	$ 2,800.00	EA.	8	$ 22,400
STREET NAME BLADES	$ 300.00	EA.	14	$ 4,200
TRAFFIC SIGNS	$ 400.00	EA.	1	$ 400
MAINTENANCE BOND	1.0%	%	$ 638,344	$ 6,384
MISCELLANEOUS ITEMS (2.5%)				$ 16,272
TOTAL				**$ 661,000**

SOFT & MISCELLANEOUS COSTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CITY FEES:				
ENGINEERING REVIEW FEE	$ 40,000.00	LS.	1	$ 40,000
INSPECTION FEE	3.5%	%	$ 3,302,000	$ 115,570
PROFESSIONAL FEES:				
ENGINEERING, PLATTING, STAKING	12%	%	$3,302,000	$ 396,240
CONSTRUCTION MANAGEMENT	5%	%	$3,302,000	$ 165,100
PRINTS & COURIER SERVICE	$ 3,000.00	LS.	1	$ 3,450
OUTSIDE CONSULTANTS				
ENVIRONMENTAL PHASE 1	$ -	LS.	1	$ -
WETLANDS/WOTUS REPORT	$ -	LS.	1	$ -
GEOTECHNICAL REPORT 1	$ -	LS.	0	$ -
MATERIAL TESTING	$ 9,000.00	LS.	1	$ 9,000
TOTAL				**729,360**

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Mustang Lakes Annex ~ PID, Phase Three Major Infrastructure

City of Celina, Collin County, Texas

Land Plan 8/5/2022

Total Lots: ***0*** *Total Acres:* ***113.7***

Prepared: ***10/28/2022***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
ROADWAY IMPROVEMENTS	$815,000	0	$7,168
WATER IMPROVEMENTS	$468,000	0	$4,116
SEWER IMPROVEMENTS	$0	0	$0
STORM DRAIN IMPROVEMENTS	$1,601,000	0	$14,081
SOFT & MISCELLANEOUS COSTS	$623,720	0	$5,486
SUB-TOTALS	$3,507,720	$0	$30,851
OVERALL CONTINGENCY 10%	$350,772	0	$3,085
CATEGORY TOTALS	**$3,858,492**	**$0**	**$33,936**

EXCLUDES:

- COST FOR AMENITY CENTER, TRAILS, LANDSCAPE / IRRIGATION, PERIMETER SITE IMPROVEMENTS, TELEPHONE OR CABLE FEES, CONSTRUCTION
- PREPARED WITHOUT THE BENEFIT OF A BOUNDARY SURVEY, TOPOGRAPHIC SURVEY, CITY REVIEW OF ENGINEERING DOCUMENTS
- PREPARED WITHOUT THE BENEFIT OF A FLOOD STUDY
- DOES NOT INCLUDE COST FOR OFF-SITE EASEMENT

1) IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

3) THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.

4) THIS OPINION OF PROBABLE COST IS ASSOCIATED WITH THE SPECIFIC LAND PLAN SHOWN AT THE TOP OF THIS PAGE. THE SCOPE OF ANY FUTURE LAND PLAN REVISIONS WILL HAVE A DIRECT BEARING ON THE DEVELOPMENT COST.

DOWDEY, ANDERSON & ASSOCIATES, INC.
Land Planning ❖ Civil Engineering ❖ Water Resources ❖ Construction Services

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Opinion of Probable Cost

Mustang Lakes Annex ~ PID, Phase Three Major Infrastructure

City of Celina, Collin County, Texas

Land Plan 8/5/2022

Total Lots: ***0*** *Total Acres:* ***113.7***

Prepared: ***10/28/2022***

ROADWAY IMPROVEMENTS ~ EROSION CONTROL	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	LF.	14228	$ 21,342
SILT FENCE (HIGH FLOW) (MAINTENANCE)	$ 1.50	LF.	14228	$ 21,342
POST DEVELOPMENT EROSION CONTROL:				
8' ROLL OF CURLEX WITH SEED	$ 1.50	LF.	14228	$ 21,342
ADMINISTRATION:				
SWPPP ADMINISTRATION	$ 8,000.00	LS.	1	$ 8,000
SALES TAX ON IMPROVEMENTS	8.25%	%	$ 64,026	$ 5,283
MISCELLANEOUS ITEMS (2.5%)				$ 2,691
TOTAL				**$ 80,000**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED.

ROADWAY IMPROVEMENTS ~ EXCAVATION	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING (VARIES SITE TO SITE)	$ 2,025.00	AC.	2.5	$ 5,063
CONSTRUCTION ENTRANCE	$ 3,200.00	EA.	1	$ 3,200
STREET & RIGHT-OF-WAY EXCAVATION	$ 3.25	CY.	5500	$ 17,875
MISCELLANEOUS ITEMS (2.5%)				$ 862
TOTAL				**$ 27,000**

NOTE:

1) THE COST FOR DEMOLISHING EXISTING STRUCTURES IS ONLY AN ALLOWANCE AND SHOULD BE CONFIRMED WITH CONTRACTOR

WATER IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 50.75	LF.	1770	$ 89,828
12" P.V.C. WATERLINE	$ 80.50	LF.	1890	$ 152,145
8" GATE VALVE & BOX	$ 2,250.00	EA.	10	$ 22,500
12" GATE VALVE & BOX	$ 4,050.00	EA.	7	$ 28,350
CONNECT TO EXISTING WATERLINE	$ 1,000.00	EA.	11	$ 11,000
FIRE HYDRANT W/ VALVE	$ 7,285.00	EA.	8	$ 58,280
MISCELLANEOUS FITTINGS	$ 5,880.00	TN.	14.4	$ 84,672
TESTING & CHLORINATION	$ 0.55	LF.	3660	$ 2,013
TRENCH SAFETY	$ -	LF.	3660	$ -
MAINTENANCE BOND	1.7%	%	$ 448,788	$ 7,630
MISCELLANEOUS ITEMS (2.5%)				$ 11,582
TOTAL				**$ 468,000**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SEWER IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
MAINTENANCE BOND	1.7%	%	$ -	$ -
MISCELLANEOUS ITEMS (2.5%)				$ -
TOTAL				**$ -**

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Opinion of Probable Cost

Mustang Lakes Annex ~ PID, Phase Three Major Infrastructure

City of Celina, Collin County, Texas

Land Plan 8/5/2022

Total Lots: ***0*** *Total Acres:* ***113.7***

Prepared: ***10/28/2022***

STORM DRAIN IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
RECESSED CURB INLET	$ 5,000.00	EA.	4	$ 20,000
10' INLET	$ 5,350.00	EA.	16	$ 85,600
18" R.C.P. *(Reinforced Concrete Pipe)*	$ 63.00	LF.	690	$ 43,470
21" R.C.P.	$ 68.50	LF.	240	$ 16,440
24" R.C.P.	$ 76.75	LF.	50	$ 3,838
27" R.C.P.	$ 85.00	LF.	50	$ 4,250
30" R.C.P.	$ 97.00	LF.	50	$ 4,850
54" R.C.P.	$ 235.00	LF.	750	$ 176,250
60" R.C.P.	$ 272.00	LF.	1,370	$ 372,640
2 ~ 6' X 5' R.C.B	$ 1,250.00	LF.	100	$ 125,000
2 ~ 5' X 4' R.C.B	$ 800.00	LF.	200	$ 160,000
5' X 4' R.C.B	$ 400.00	LF.	330	$ 132,000
7' X 4' R.C.B	$ 500.00	LF.	50	$ 25,000
PIPE HEADWALL	$ 5,000.00	EA.	7	$ 35,000
R.C.B. HEADWALL	$ 12,000.00	EA.	6	$ 72,000
POND RETAINING WALL	$ 75.00	L.F.	1,930	$ 144,750
POND OUTLET STRUCTURE	$ 20,000.00	LS.	1	$ 20,000
POND EXCAVATION	$ 3.25	CY	26,000	$ 84,500
TESTING & T.V. INSPECTION	$ 2.50	LF.	3,893	$ 9,733
TRENCH SAFETY	$ 0.10	LF.	3,893	$ 390
MAINTENANCE BOND	1.7%	%	$ 1,535,321	$ 26,101
MISCELLANEOUS ITEMS (2.5%)				$ 39,188
TOTAL				**$ 1,601,000**

ROADWAY IMPROVEMENTS ~ PAVING	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" REINF. CONCRETE STREET PAVEMENT	$ 67.00	SY.	5,887	$ 394,429
6" LIME TREATED SUBGRADE	$ 3.95	SY.	24,414	$ 96,436
HYDRATED LIME	$ 230.00	TN.	439	$ 101,074
6' TRAIL	$ 45.00	L.F	1,850	$ 83,250
BARRIER FREE RAMPS	$ 2,800.00	EA.	2	$ 5,600
MAINTENANCE BOND	1.0%	%	$ 683,189	$ 6,832
MISCELLANEOUS ITEMS (2.5%)				$ 17,979
TOTAL				**$ 708,000**

SOFT & MISCELLANEOUS COSTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CITY FEES:				
ENGINEERING REVIEW FEE	$ 20,000.00	LS.	1	$ 20,000
INSPECTION FEE	3.5%	%	$ 2,884,000	$ 100,940
PROFESSIONAL FEES:				
ENGINEERING, PLATTING, STAKING	12%	%	$2,884,000	$ 346,080
CONSTRUCTION MANAGEMENT	5%	%	$2,884,000	$ 144,200
PRINTS & COURIER SERVICE	$ 3,000.00	LS.	1	$ 3,500
OUTSIDE CONSULTANTS				
ENVIRONMENTAL PHASE 1	$ -	LS.	0	$ -
WETLANDS/WOTUS REPORT	$ -	LS.	0	$ -
GEOTECHNICAL REPORT 1	$ -	LS.	0	$ -
MATERIAL TESTING	$ 9,000.00	LS.	1	$ 9,000
TOTAL				**623,720**

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Mustang Lakes Annex ~ PID, Phase Four Major Infrastructure

City of Celina, Collin County, Texas

Land Plan 8/5/2022

Total Lots: ***0*** *Total Acres:* ***108.9***

Prepared: ***10/28/2022***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
ROADWAY IMPROVEMENTS	$1,951,000	0	$17,916
WATER IMPROVEMENTS	$649,000	0	$5,960
SEWER IMPROVEMENTS	$42,000	0	$386
STORM DRAIN IMPROVEMENTS	$3,807,300	0	$34,961
SOFT & MISCELLANEOUS COSTS	$1,359,107	0	$12,480
SUB-TOTALS	$7,808,407	$0	$71,703
OVERALL CONTINGENCY 10%	$780,841	0	$7,170
CATEGORY TOTALS	**$8,589,248**	**$0**	**$78,873**

EXCLUDES:

- COST FOR AMENITY CENTER, TRAILS, LANDSCAPE / IRRIGATION, PERIMETER SITE IMPROVEMENTS, TELEPHONE OR CABLE FEES, CONSTRUCTION
- PREPARED WITHOUT THE BENEFIT OF A BOUNDARY SURVEY, TOPOGRAPHIC SURVEY, CITY REVIEW OF ENGINEERING DOCUMENTS
- PREPARED WITHOUT THE BENEFIT OF A FLOOD STUDY
- DOES NOT INCLUDE COST FOR OFF-SITE EASEMENT

1) IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

3) THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.

4) THIS OPINION OF PROBABLE COST IS ASSOCIATED WITH THE SPECIFIC LAND PLAN SHOWN AT THE TOP OF THIS PAGE. THE SCOPE OF ANY FUTURE LAND PLAN REVISIONS WILL HAVE A DIRECT BEARING ON THE DEVELOPMENT COST.

DOWDEY, ANDERSON & ASSOCIATES, INC.
Land Planning ❖ Civil Engineering ❖ Water Resources ❖ Construction Services

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Opinion of Probable Cost

Mustang Lakes Annex ~ PID, Phase Four Major Infrastructure

City of Celina, Collin County, Texas

Land Plan 8/5/2022

Total Lots: ***0*** *Total Acres:* ***108.9***

Prepared: ***10/28/2022***

ROADWAY IMPROVEMENTS ~ EROSION CONTROL	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	LF.	10400	$ 15,600
POST DEVELOPMENT EROSION CONTROL:				
8' ROLL OF CURLEX WITH SEED	$ 1.50	LF.	10400	$ 15,600
ADMINISTRATION:				
SWPPP ADMINISTRATION	$ 8,000.00	LS.	1	$ 8,000
SALES TAX ON IMPROVEMENTS	8.25%	%	$ 31,200	$ 2,574
MISCELLANEOUS ITEMS (2.5%)				$ 1,226
TOTAL				**$ 43,000**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED.

ROADWAY IMPROVEMENTS ~ EXCAVATION	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING (VARIES SITE TO SITE)	$ 2,025.00	AC.	11.3	$ 22,883
CONSTRUCTION ENTRANCE	$ 3,200.00	EA.	2	$ 6,400
STREET & RIGHT-OF-WAY EXCAVATION	$ 3.25	CY.	27000	$ 87,750
MISCELLANEOUS ITEMS (2.5%)				$ 2,967
TOTAL				**$ 120,000**

NOTE:

1) THE COST FOR DEMOLISHING EXISTING STRUCTURES IS ONLY AN ALLOWANCE AND SHOULD BE CONFIRMED WITH CONTRACTOR

WATER IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 50.75	LF.	2800	$ 142,100
12" P.V.C. WATERLINE	$ 80.50	LF.	3220	$ 259,210
WATERLINE BORE WITH CASING (VARIES BY SIZE)	$ 225.00	LF.	80	$ 18,000
8" GATE VALVE & BOX	$ 2,250.00	EA.	3	$ 6,750
10" GATE VALVE & BOX	$ 2,800.00	EA.	0	$ -
12" GATE VALVE & BOX	$ 4,050.00	EA.	12	$ 48,600
CONNECT TO EXISTING WATERLINE	$ 1,000.00	EA.	4	$ 4,000
FIRE HYDRANT W/ VALVE	$ 7,285.00	EA.	10	$ 72,850
MISCELLANEOUS FITTINGS	$ 5,880.00	TN.	11.4	$ 67,032
TESTING & CHLORINATION	$ 0.55	LF.	6020	$ 3,311
TRENCH SAFETY	$ -	LF.	6020	$ -
MAINTENANCE BOND	1.7%	%	$ 621,853	$ 10,572
MISCELLANEOUS ITEMS (2.5%)				$ 16,575
TOTAL				**$ 649,000**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SEWER IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 40.00	LF.	150	$ 6,000
CONNECT TO EXISTING MANHOLE	$ 1,500.00	EA.	6	$ 9,000
BORE UNDER CREEK	$ 250.00	LF.	100	$ 25,000
TESTING & T.V. INSPECTION	$ 1.70	LF.	150	$ 255
TRENCH SAFETY	$ 0.10	LF.	150	$ 15
MAINTENANCE BOND	1.7%	%	$ 40,255.00	$ 685
MISCELLANEOUS ITEMS (2.5%)				$ 1,045
TOTAL				**$ 42,000**

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Opinion of Probable Cost

Mustang Lakes Annex ~ PID, Phase Four Major Infrastructure

City of Celina, Collin County, Texas

Land Plan 8/5/2022

Total Lots: ***0*** *Total Acres:* ***108.9***

Prepared: ***10/28/2022***

STORM DRAIN IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
4' X 4' "Y" INLET	$ 4,100.00	EA.	3	$ 12,300
10' INLET	$ 5,350.00	EA.	6	$ 32,100
RECESSED CURB INLET	$ 5,000.00	EA.	14	$ 70,000
18" R.C.P. *(Reinforced Concrete Pipe)*	$ 63.00	LF.	1,140	$ 71,820
21" R.C.P.	$ 68.50	LF.	960	$ 65,760
24" R.C.P.	$ 76.75	LF.	900	$ 69,075
27" R.C.P.	$ 85.00	LF.	50	$ 4,250
30" R.C.P.	$ 97.00	LF.	350	$ 33,950
42" R.C.P.	$ 163.25	LF.	50	$ 8,163
48" R.C.P.	$ 198.00	LF.	800	$ 158,400
54" R.C.P.	$ 235.00	LF.	100	$ 23,500
60" R.C.P.	$ 272.00	LF.	180	$ 48,960
4 ~ 5' X 5' R.C.B	$ 1,760.00	LF.	80	$ 140,800
3 ~ 8' X 5' R.C.B	$ 1,750.00	LF.	100	$ 175,000
8' X 4' R.C.B	$ 540.00	LF.	90	$ 48,600
PIPE HEADWALL	$ 5,000.00	EA.	3	$ 15,000
R.C.B. HEADWALL	$ 12,000.00	EA.	7	$ 84,000
POND RETAINING WALL	$ 75.00	L.F.	850	$ 63,750
POND OUTLET STRUCTURE	$ 20,000.00	LS.	1	$ 20,000
POND EXCAVATION	$ 3.25	CY	12,000	$ 39,000
BRIDGE	$ 2,500,000.00	LS.	1	$ 2,500,000
TESTING & T.V. INSPECTION	$ 2.50	LF.	4,530	$ 11,325
TRENCH SAFETY	$ 0.10	LF.	4,530	$ 453
MAINTENANCE BOND	1.7%	%	$ 1,061,678	$ 18,049
MISCELLANEOUS ITEMS (2.5%)				$ 93,045
TOTAL				**$ 3,807,300**

ROADWAY IMPROVEMENTS ~ PAVING	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" REINF. CONCRETE STREET PAVEMENT	$ 67.00	SY.	22,018	$ 1,475,206
6" LIME TREATED SUBGRADE	$ 3.95	SY.	23,591	$ 93,185
HYDRATED LIME	$ 230.00	TN.	425	$ 97,667
6' TRAIL	$ 45.00	L.F	1,350	$ 60,750
MAINTENANCE BOND	1.0%	%	$ 1,726,808	$ 17,269
MISCELLANEOUS ITEMS (2.5%)				$ 43,923
TOTAL				**$ 1,788,000**

SOFT & MISCELLANEOUS COSTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CITY FEES:				
ENGINEERING REVIEW FEE	$ 25,000.00	LS.	1	$ 25,000
INSPECTION FEE	3.5%	%	$ 6,449,300	$ 225,726
PROFESSIONAL FEES:				
ENGINEERING, PLATTING, STAKING	12%	%	$6,449,300	$ 773,916
CONSTRUCTION MANAGEMENT	5%	%	$6,449,300	$ 322,465
PRINTS & COURIER SERVICE	$ 3,000.00	LS.	1	$ 3,000
OUTSIDE CONSULTANTS				
ENVIRONMENTAL PHASE 1	$ -	LS.	0	$ -
WETLANDS/WOTUS REPORT	$ -	LS.	0	$ -
GEOTECHNICAL REPORT 1	$ -	LS.	0	$ -
MATERIAL TESTING	$ 9,000.00	LS.	1	$ 9,000
TOTAL				**1,359,107**

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

DOWDEY, ANDERSON & ASSOCIATES, INC.
A Pape-Dawson Engineers Company

Mr. Randy McCuistion, P.E.
Chief Development Officer
The Cambridge Companies, Inc.
8750 N. Central Expressway, Suite 1735
Dallas, Texas 75231

January 24, 2022

RE: Mustang Lakes Annex PID ~ MU-2 Engineer's Allocation

At the request of Celina 557 Partners, L.P., Dowdey, Anderson & Associates, Inc. (DAA) evaluated the proportionate share of costs associated with the Major Infrastructure to be constructed with Phases One through Four for the MU-2 area within the Mustang Lakes Annex PID. The MU-2 area is comprised of two tracts for a combined 60.737 acres of land located West of FM 2478 (Custer Road), South of Choate Parkway, and on both sides of Roseland Parkway.

In order to properly evaluate the MU-2 cost allocation the following assumptions were used:

1. A single lane of concrete along Choate Parkway and Roseland Parkway will be sufficient for access.
2. The MU-2 tracts will be developed as a variety of land uses designed to support one another, the neighboring residential, and the collective area as a whole.

Major Infrastructure Roadway Allocation

Choate Parkway and Roseland Parkway are both identified on the City's Master Thoroughfare Plan. Furthermore, the City is mandating the road section being constructed to serve all the anticipated land uses of the collective area and thus the required roadway would exceed the proportionate demand necessary to singularly serve the Mixed-Use area in the PID. Nevertheless, assumption number 1 was used to approximate a value of the Mixed Use's proportionate share on the roadway infrastructure. According to the opinion of probable cost for the Mustang Lakes Annex PID, prepared by DAA, there are 319,342 square yards of concrete within the PID. The allocated concrete for MU-2 tracts is 4,514 square yards. The allocated percent for roadway concrete adjacent to the MU-2 tracts is 1.41%.

Major Infrastructure Water and Sanitary Sewer Allocation

Similarly, the water main infrastructure in Choate Parkway, Custer Road and Roseland Parkway are required by the City of Celina Design Manual and are being built to serve a collective area and not a singular Mixed Use development. Likewise, the sanitary sewer mains are being built to serve a collective area and not a singular Mixed Use development. The size and location of the sanitary sewer mains are determined, in part, to gravity service as much of the PID area as possible and to account for the topography of the PID site. In conjunction with the previous statement and the above assumption number two it is our opinion the sanitary sewer mains fall within the pipe's redundancy already needed to serve the residential PID area. Therefore, it is our opinion the cost of Major Infrastructure Water and Sanitary Sewer allocated to the MU-2 tracts is negligible and does not require additional evaluation.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

DOWDEY, ANDERSON & ASSOCIATES, INC.
A Pape-Dawson Engineers Company

In conclusion, it is our recommendation to allocate 1.41% of the costs related to the portion of PID Major Roadway Infrastructure to be constructed with Phases One through Four to the MU-2 tracts and zero allocation of the Major Infrastructure Water and Sanitary Sewer cost. According to the opinion of probable cost, such PID Roadway costs are $7,061,000. The allocated 1.41% for the MU-2 tracts equals $99,560.

Please contact me with any further questions.

Sincerely,

Colin Helffrich, P.E.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

APPENDIX C-1
LEGAL DESCRIPTION
PID PROPERTY
(556.936 ACRES)

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

LEGAL DESCRIPTION
OVERALL TRACT 556.836 AC

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, Collin County, Texas, being all of those tracts of land conveyed to Brinkmann Ranches of Collin County, L.P., according to deeds recorded in Document Number 2005-0176477 and 2005-0176476, Official Public Records, Collin County, Texas, and being all of those tracts of land conveyed to Collin County Two Trees Investments, LP, according to deeds recorded in Document Numbers 20090603000680790 (Tract 4), 20110929001040010 (Tract III) and 20090603000680810 (Parcels I and II), Official Public Records, Collin County, Texas:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the northeast corner of that tract of land conveyed to Donald T. Koch, as trustee of the surviving grantor's revocable trust, according to deed recorded in Document Number 20170616000785220, Official Public Records, Collin County, Texas, and being in the center line of County Road 88 (Choate Road);

THENCE N 89° 45' 07" E, with the north line of said Tract 4 of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 868.09 feet to a 1/2 inch iron rod with cap stamped "DAA" set for the northeast corner of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Tract III, Collin County Two Trees Investments, LP tract;

THENCE N 89° 41' 25" E, with the north line of said Tract III of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 658.13 feet to a 1/2 inch iron rod with cap stamped "DAA" set for the northeast corner of said Tract III of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Parcel II of Collin County Two Trees Investments, LP tract;

THENCE N 89° 30' 23" E, with the north line of said Parcel II of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, passing the northeast corner of said Parcel II of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Parcel I of Collin County Two Trees Investments, LP tract, at a distance of 351.59 feet, continuing a total distance of 691.06 feet to a 1/2 inch iron rod with cap stamped "DAA" set in the north line of said Parcel I of Collin County Two Trees Investments, LP tract, same being the southwest corner of that of land conveyed to G&N Estates, LLC, according to deed recorded in Document Number 20070315000355600, Official Public Records, Collin County, Texas;

THENCE N 88° 59' 17" E, with the north line of said Parcel I of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 663.23 feet to a 5/8 inch iron rod found in the north line of said Parcel I of Collin County Two Trees Investments, LP tract, same being the southeast corner of said G&N Estates, LLC tract, also being the southwest corner of that tract of land conveyed to Robert D. Newell and Charlotte K. Newell, according to the deed recorded in Document Number 20120615000717260, Official Public Records, Collin County, Texas;

THENCE N 89° 12' 54" E, with the north line of said Parcel I of Collin County Two Trees Investments, LP tract and the most northern line of that tract of land conveyed to Brinkmann Ranches of Collin County, L.P., according to deed recorded in Document Number 2005-0176477, Official Public Records, Collin County, Texas, and the center line of said County Road 88, a distance of 1,177.40 feet to a 1/2 inch iron rod found for an angle point in the most northern line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the northwest corner of that tract of land conveyed to Metallic Land Company, LLC, according to deed recorded in Document Number 20150304000239620, Official Public Records, Collin County, Texas, also being in the south line of that tract of land conveyed to Vijay Prathani and wife, Pavani Chillarige, according to deed recorded in Document Number 20160908001195410, Official Public Records, Collin County, Texas;

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

APPENDIX C-2
LEGAL DESCRIPTION
PHASE #1 PROPERTY
(34.979 ACRES)

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

LEGAL DESCRIPTION

34.979 ACRES

BEING a tract of land located in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, Collin County, Texas, and being part of a tract of land described in Deed to Celina 557 Partners, L.P., according to the document of record filed in Document Number 20190205000119410, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described herein:

BEGINNING at a 1/2" iron rod with yellow cap stamped "DAA" found at a common interior ell corner of said Celina 557 Partners, L.P. tract and the northwest corner of Lot 54, Block CC, MUSTANG LAKES PHASE 2A, an Addition to the City of Celina, Collin County, Texas, according to the Plat of record filed in Document Number 20171004010004700, O.P.R.C.C.T.;

THENCE Over and across said Celina 557 Partners, L.P. tract, the following courses and distances:

N 00° 11' 51" W, a distance of 248.00 feet to a 1/2" iron rod set for corner;

N 89° 48' 09" E, a distance of 125.00 feet to a 1/2" iron rod set for corner;

N 00° 11' 51" W, a distance of 60.22 feet to a 1/2" iron rod set for corner;

N 89° 48' 09" E, a distance of 176.91 feet to a 1/2" iron rod set for corner;

N 76° 04' 11" E, a distance of 115.61 feet to a 1/2" iron rod set for corner;

N 65° 40' 08" E, a distance of 115.72 feet to a 1/2" iron rod set for corner;

N 55° 33' 26" E, a distance of 115.66 feet to a 1/2" iron rod set for corner;

N 45° 26' 57" E, a distance of 115.64 feet to a 1/2" iron rod set for corner;

N 35° 20' 17" E, a distance of 115.72 feet to a 1/2" iron rod set for corner;

N 25° 02' 45" E, a distance of 115.69 feet to a 1/2" iron rod set for corner;

N 20° 33' 57" E, a distance of 60.73 feet to a 1/2" iron rod set for corner;

S 69° 26' 03" E, a distance of 125.00 feet to a 1/2" iron rod set for corner;

N 20° 33' 57" E, a distance of 53.71 feet to a 1/2" iron rod set for corner at the beginning of a curve to the left having a central angle of 08° 17' 04", a radius of 125.00 feet and a chord bearing and distance of N 16° 25' 25" E, 18.06 feet;

Along said curve to the left, an arc distance of 18.07 feet to a 1/2" iron rod set for corner;

S 77° 43' 07" E, a distance of 50.00 feet to a 1/2" iron rod set for corner;

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

S 31° 29' 55" E, a distance of 14.04 feet to a 1/2” iron rod set for corner at the beginning of a non-tangent curve to the left having a central angle of 12° 00' 31", a radius of 225.00 feet and a chord bearing and distance of S 84° 11' 36" E, 47.07 feet;

Along said curve to the left, an arc distance of 47.16 feet to a 1/2” iron rod set for corner;

N 00° 11' 52" W, a distance of 125.00 feet to a 1/2” iron rod set for corner;

N 89° 48' 09" E, a distance of 660.65 feet to a 1/2” iron rod set for corner;

N 77° 24' 29" E, a distance of 56.56 feet to a 1/2” iron rod set for corner;

N 63° 08' 20" E, a distance of 118.60 feet to a 1/2” iron rod set for corner;

N 74° 28' 45" E, a distance of 147.96 feet to a 1/2” iron rod set for corner;

N 88° 18' 40" E, a distance of 79.96 feet to a 1/2” iron rod set for corner at the beginning of a non-tangent curve to the right having a central angle of 00° 57' 05", a radius of 780.00 feet and a chord bearing and distance of S 01° 12' 47" E, 12.95 feet;

Along said curve to the right, an arc distance of 12.95 feet to a 1/2” iron rod set for corner;

S 00° 44' 14" E, a distance of 68.82 feet to a 1/2” iron rod set for corner at the beginning of a curve to the left having a central angle of 09° 54' 07", a radius of 970.00 feet and a chord bearing and distance of S 05° 41' 18" E, 167.43 feet;

Along said curve to the left, an arc distance of 167.64 to a 1/2” iron rod set for corner at the beginning of a of a reverse curve to the right having a central angle of 10° 26' 30", a radius of 1,030.00 feet and a chord bearing and distance of S 05° 25' 06" E, 187.45 feet;

Along said curve to the right, an arc distance of 187.71 feet to a 1/2” iron rod set for corner;

S 00° 11' 51" E, a distance of 143.86 feet to a 1/2” iron rod set for corner at the beginning of a curve to the left having a central angle of 10° 34' 23", a radius of 570.00 feet and a chord bearing and distance of S 05° 29' 02" E, 105.03 feet;

Along said curve to the left, an arc distance of 105.18 feet to a 1/2” iron rod set for corner;

S 10° 46' 14" E, a distance of 83.38 feet to a 1/2” iron rod set for corner at the beginning of a curve to the right having a central angle of 10° 34' 23", a radius of 630.00 feet and a chord bearing and distance of S 05° 29' 02" E, 116.09 feet;

Along said curve to the right, an arc distance of 116.26 feet to a 1/2” iron rod set for corner;

S 00° 11' 51" E, a distance of 130.43 feet to a 1/2” iron rod with yellow cap stamped “DAA” found on a southerly line of said Celina 557 Partners, L.P. tract, at the northwest corner of Lot

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

17X, Block P, MUSTANG LAKES PHASE ONE, an Addition to the City of Celina, Collin County, Texas, according to the Amended Plat of record filed in Document Number 20170201010000510, O.P.R.C.C.T;

THENCE S 89° 48' 09" W, along said southerly line, a distance of 2,194.19 feet to the **POINT OF BEGINNING**, and containing 34.979 acres of land, more or less.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

APPENDIX C-3
LEGAL DESCRIPTION
MIXED USE PARCELS
(60.481 ACRES)

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

LEGAL DESCRIPTION
MU-2 TRACT 5.042AC

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, Collin County, Texas, and being a portion of that tract of land conveyed to Celina 557 Partnership, L.P., according to the deed recorded in Instrument Number 20190205000119420, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows;

BEGINNING at the northwest corner of hereon described tract, from which a found 1/2-inch iron rod in the approximate centerline of County Road 88 for the northwest corner of said Celina 557 Partnership, L.P. tract, bears N 87º 58' 01" W, a distance of 1,494.90 feet;

THENCE Over and across said Celina 557 Partnership, L.P. tract, the following eleven (11) courses and distances:

1. S 86°28'20" E, a distance of 101.23 feet;
2. N 89°42'50" E, a distance of 175.00 feet;
3. S 45°17'53" E, a distance of 35.36 feet;, from which a found 1/2-inch iron rod with yellow plastic cp stamped "DAA" in the approximate centerline of County Road 88, same being the north line of said Celina 557 Partnership, L.P. tract, also being the southwest corner of that tract of land conveyed to G&N Estates, LLC, according to deed recorded in Instrument Number 20070315000355600, O.P.R.C.C.T., bears N 77º 06' 46" E, a distance of 433.16 feet;
4. S 00°18'35" E, a distance of 125.00 feet;
5. S 02°13'08" E, a distance of 150.09 feet;
6. S 00°18'35" E, a distance of 279.95 feet to the beginning of a tangent curve to the left having a radius of 1,237.50 feet, a central angle of 06°05'33", a chord bearing and distance of S 03°21'22" E - 131.53 feet;
7. With said tangent curve to the left, an arc length of 131.59 feet;
8. S 83°46'00" W, a distance of 97.23 feet to the beginning of a tangent curve to the right having a radius of 725.00 feet, a central angle of 16°34'45", a chord bearing and distance of N 87°56'38" W - 209.06 feet;
9. With said tangent curve to the right, an arc length of 209.79 feet to the beginning of a reverse curve to the left having a radius of 825.00 feet, a central angle of 00°31'21", a chord bearing and distance of N 79°54'56" W - 7.52 feet;
10. With said reverse curve to the right, an arc length of 7.52 feet;

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

11. N 00°18'35" W, a distance of 718.20 feet to the **POINT OF BEGINNING** and **CONTAINING** 5.042 Acres or 219,625 Square Feet of land more or less, and being prepared under job number ***70202-04*** by Pape Dawson Engineers, Inc.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish TBPELS Acts and Rules Page 97 of 109 Updated April 1, 2021 interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
Bearings are based on the Texas Coordinate System Established for the North Central Zone (4202) from North American Datum 1983 (NA2011) epoch 2010.00.

LEGAL DESCRIPTION
MU-2 TRACT 55.439AC

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, Collin County, Texas, and being a portion of those tracts of land conveyed to Celina 557 Partnership, L.P., according to the deeds recorded in Instrument Numbers 20190205000119410 and 20190205000119420, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows;

BEGINNING at the northwest corner of hereon described tract, from which a found 1/2-inch iron rod with yellow plastic cp stamped "DAA" in the approximate centerline of County Road 88, same being the north line of said Celina 557 Partnership, L.P. tract (Instrument Number 20190205000119420), also being the southwest corner of that tract of land conveyed to G&N Estates, LLC, according to deed recorded in Instrument Number 20070315000355600, O.P.R.C.C.T., bears N 76º 08' 06" E, a distance of 296.01 feet;

THENCE Over and across said Celina 557 Partnership, L.P. tracts, the following seven (7) courses and distances:

1. N 89°42'50" E, a distance of 175.00 feet;
2. N 85°53'59" E, a distance of 150.33 feet;
3. N 89°42'50" E, a distance of 8.35 feet;
4. N 88°59'17" E, a distance of 618.12 feet;
5. N 89°12'54" E, a distance of 1158.34 feet;
6. S 86°58'15" E, a distance of 150.33 feet;
7. N 89°12'54" E, a distance of 96.58 feet to the northeasterly line of said Celina 557 Partnership, L.P. tract (Instrument Number 20190205000119410), same being the south line of that tract of land conveyed to Metallic Land Company, LLC, according to deed recorded in Instrument

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Number 20150304000239620, O.P.R.C.C.T., from which a found 1/2-inch iron rod on the approximate center line of said County Road 88 for the most northerly northeast corner of said Celina 557 Partnership, L.P. tract (Instrument Number 20190205000119410), also being the northwest corner of said Metallic Land Company, LLC tract, bears N 73°41'33" W, a distance of 238.16 feet;

THENCE S 73°41'33" E, with the northeasterly line of said Celina 557 Partnership, L.P. tract (Instrument Number 20190205000119410), and the south line of said Metallic Land Company, LLC tract, a distance of 138.23, from which a found 1/2-inch iron rod on the west right-of-way of Farm-To-Market Road 2478 for the most easterly northeast corner of said Celina 557 Partnership, L.P. tract (Instrument Number 20190205000119410), also being the southeast corner of said Metallic Land Company, LLC tract, bears S 73º 41' 33" E, a distance of 22.28 feet;

THENCE Over and across said Celina 557 Partnership, L.P. tracts, the following twelve (12) courses and distances:

1. S 09°48'59" E, a distance of 580.49 feet to the beginning of a non-tangent curve to the right having a radius of 5,659.41 feet, a central angle of 02°48'44", a chord bearing and distance of S 08°29'27" E - 277.76 feet;

2. With said non-tangent curve to the right, an arc length of 277.78 feet;

3. S 89°05'55" W, a distance of 95.96 feet;

4. S 84°56'39" W, a distance of 60.16 feet;

5. S 62°49'36" W, a distance of 66.91 feet;

6. S 83°36'35" W, a distance of 60.28 feet;

7. S 89°05'46" W, a distance of 2,339.02 feet to the beginning of a non-tangent curve to the right having a radius of 1,162.50 feet, a central angle of 15°56'47", a chord bearing and distance of N 07°46'59" W – 302.40 feet;
8. With said non-tangent curve to the right, an arc length of 303.26 feet;

9. N 00°18'35" W, a distance of 334.92 feet;

10. N 01°35'58" E, a distance of 150.08 feet;

11. N 00°18'35" W, a distance of 125.00 feet;

12. N 44°42'07" E, a distance of 35.35 feet to the **POINT OF BEGINNING** and **CONTAINING** 55.439 Acres or 2,414,909 Square Feet of land more or less, and being prepared under job number ***70202-04*** by Pape Dawson Engineers, Inc.

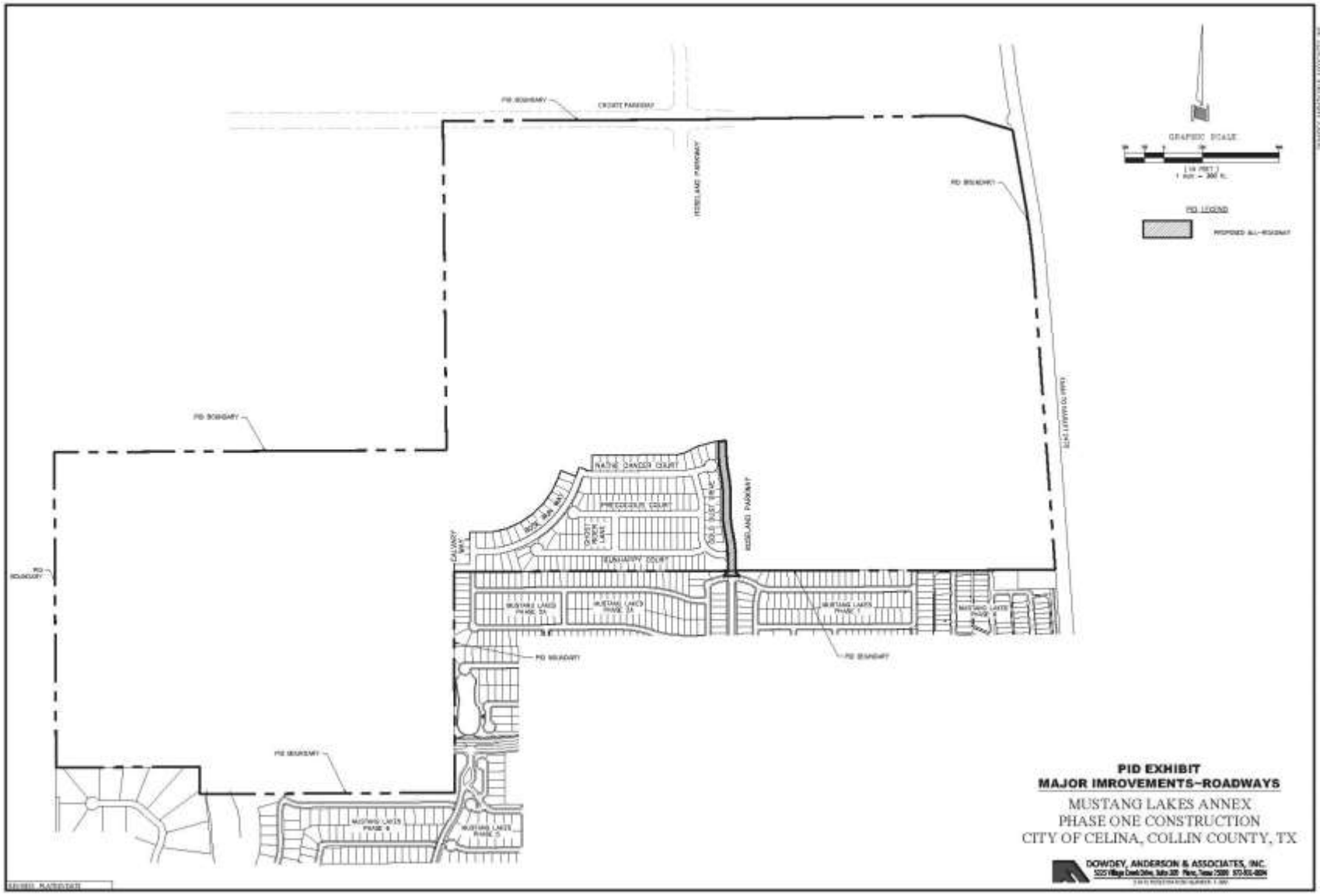
Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish TBPELS Acts and Rules Page 97 of 109 Updated April 1, 2021 interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
Bearings are based on the Texas Coordinate System Established for the North Central Zone (4202) from North American Datum 1983 (NA2011) epoch 2010.00.

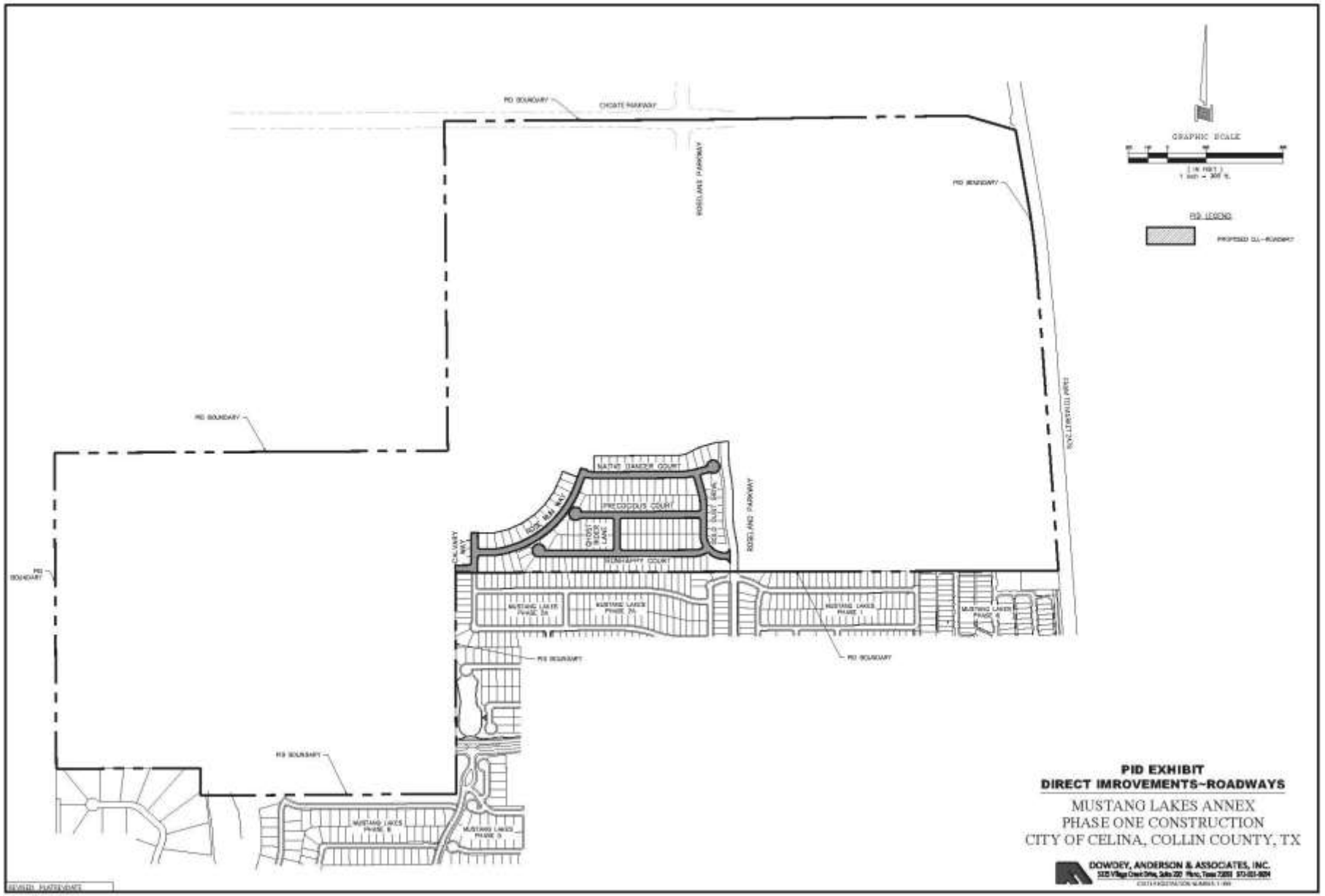
Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

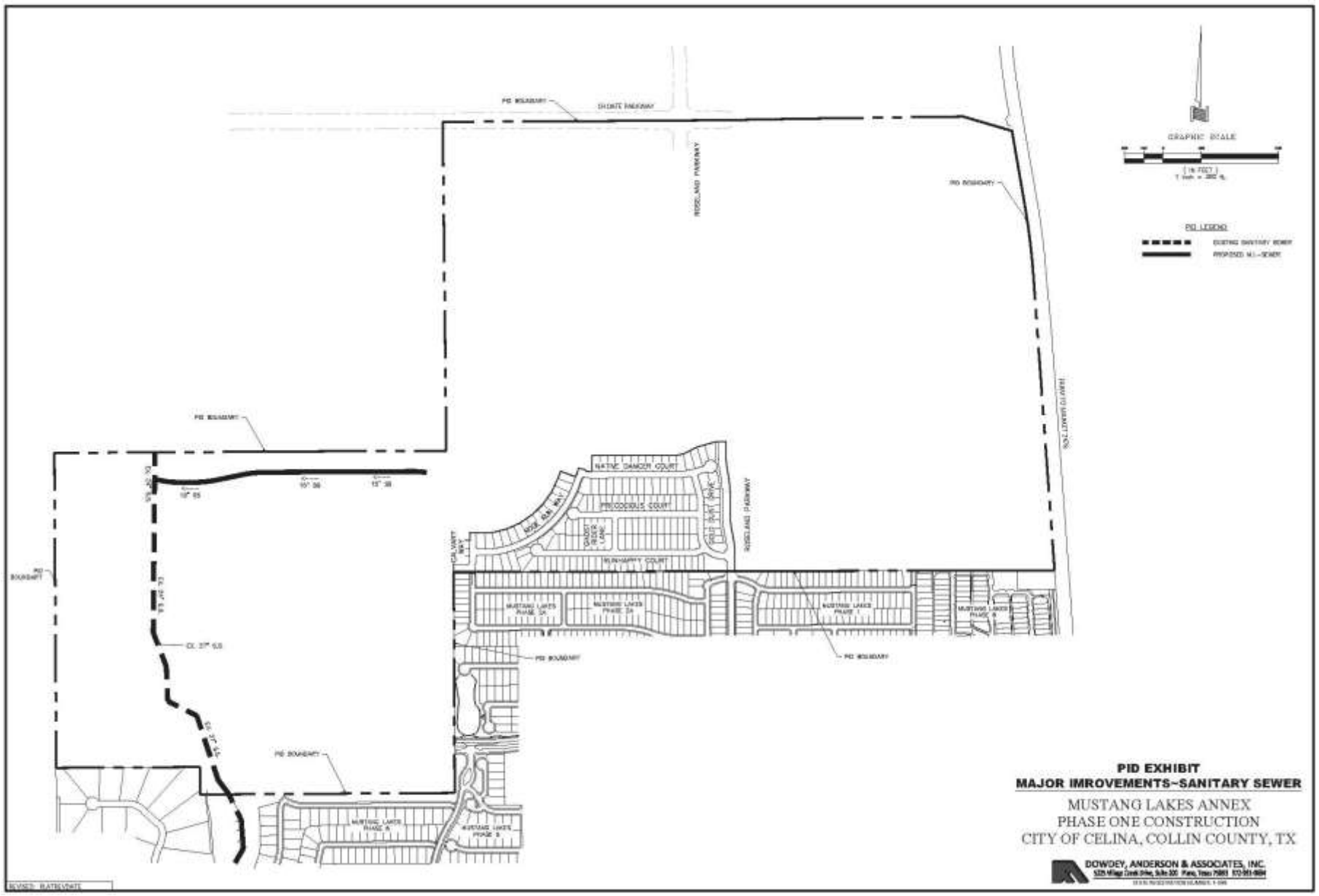
Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)



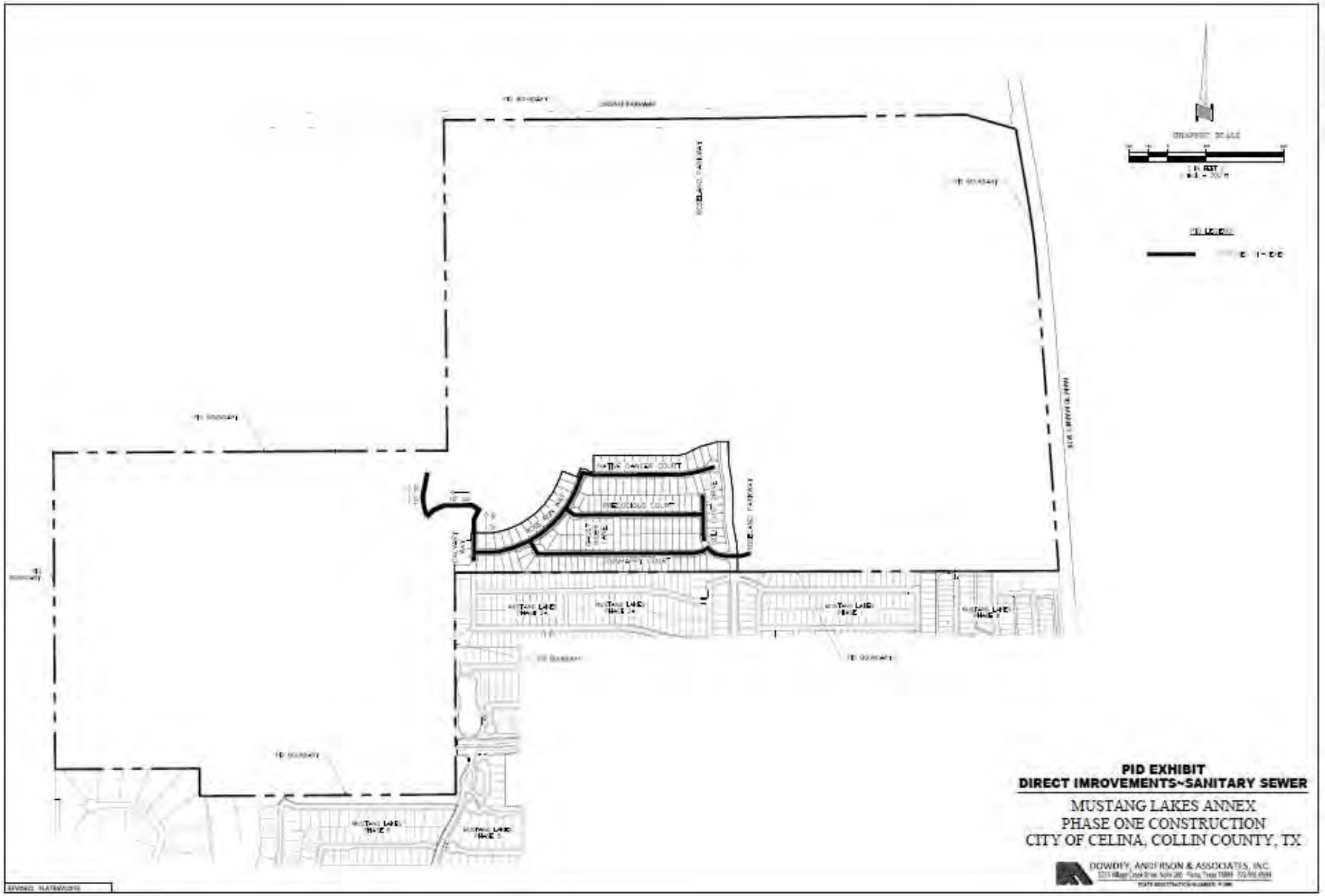
Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

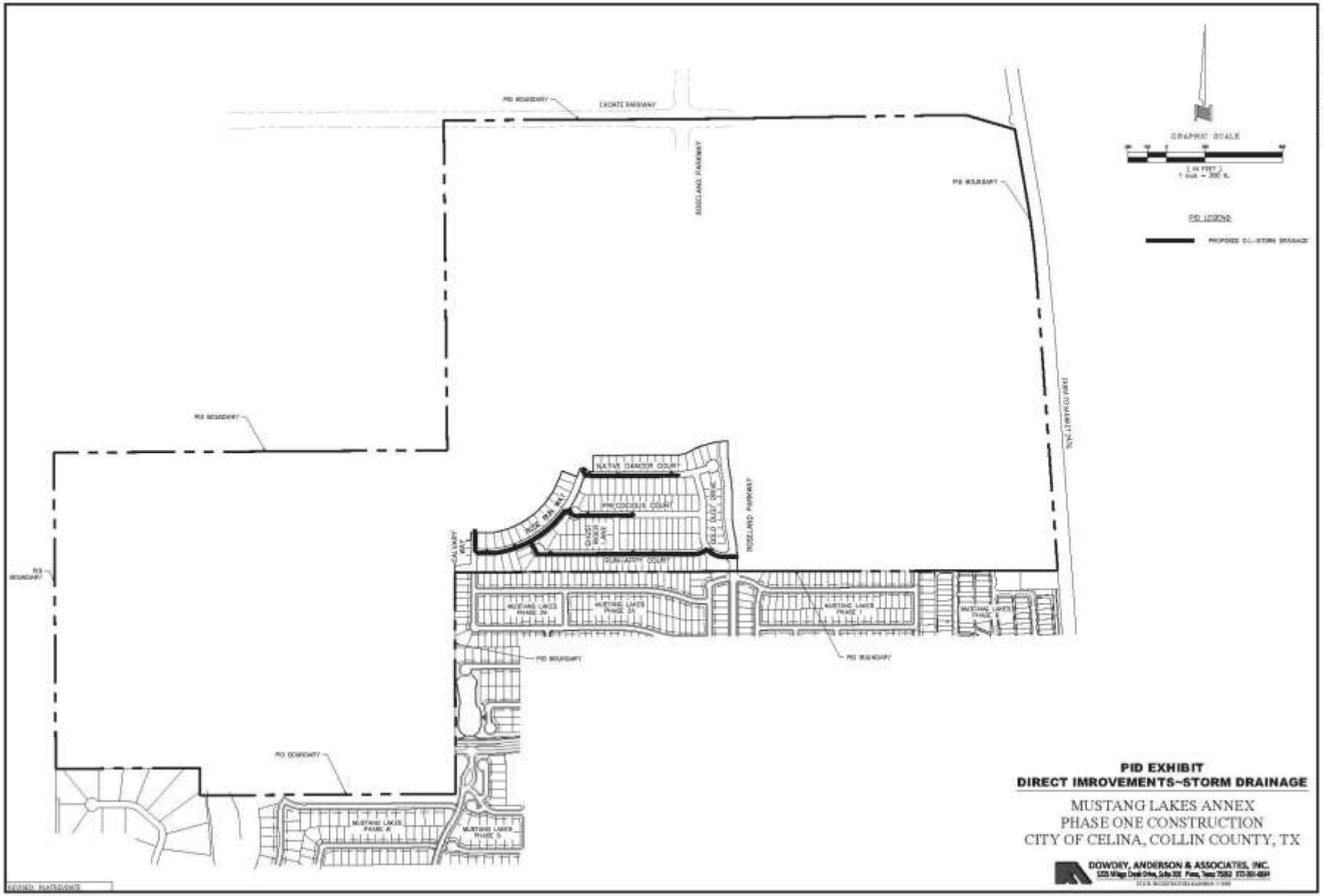


Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

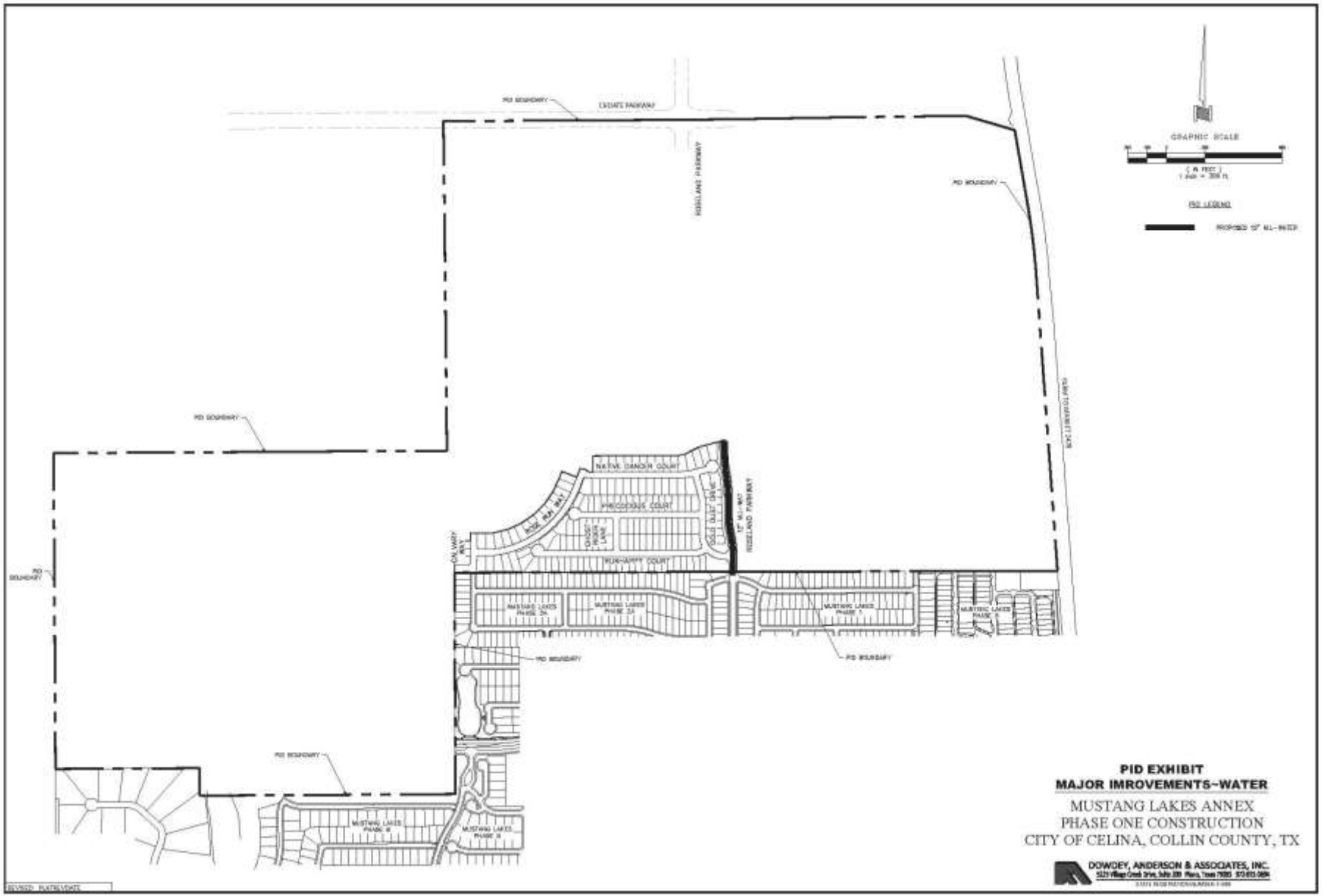


Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

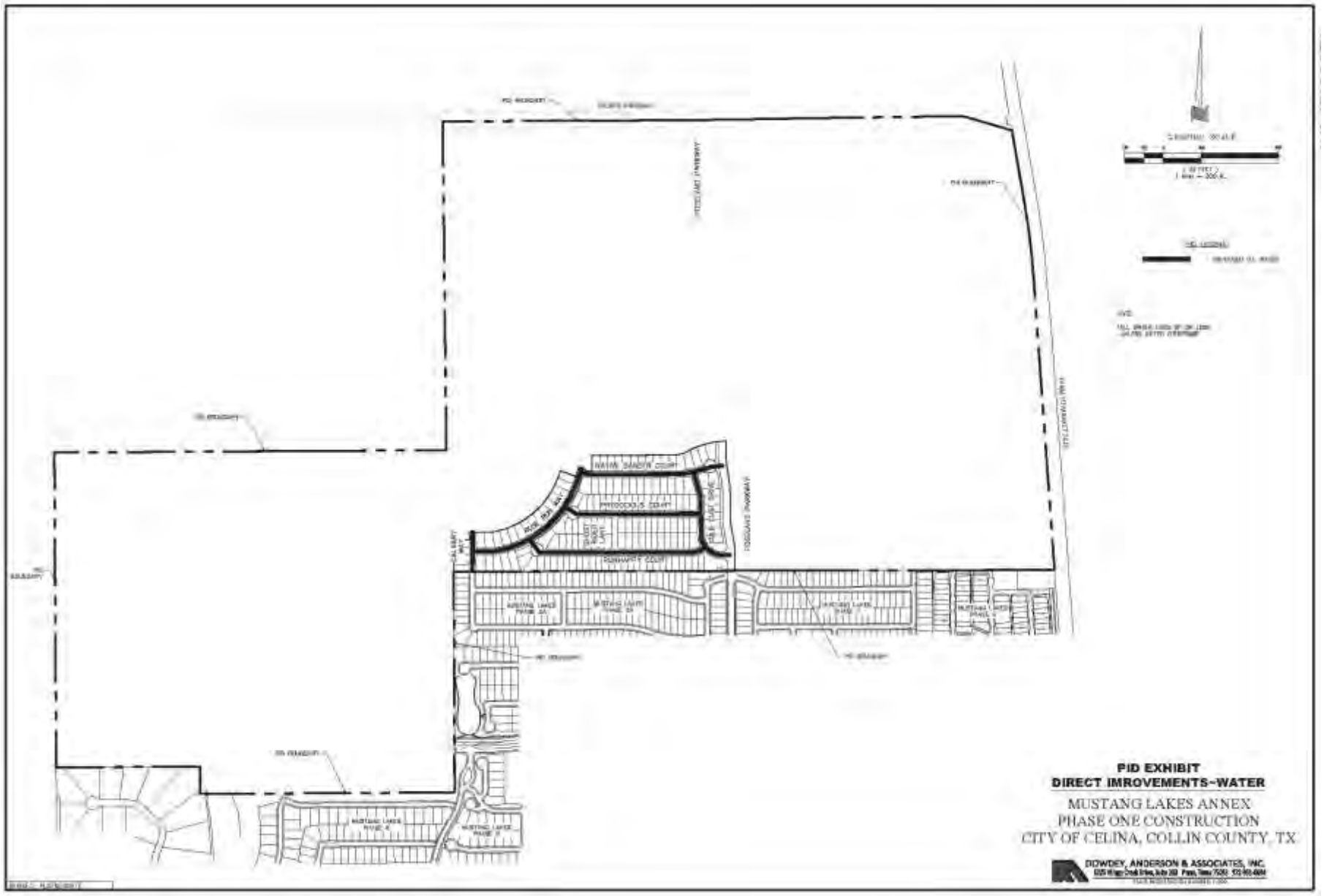

PID EXHIBIT
DIRECT IMROVEMENTS~SANITARY SEWER
MUSTANG LAKES ANNEX
PHASE ONE CONSTRUCTION
CITY OF CELINA, COLLIN COUNTY, TX
DOWDEY, ANDERSON & ASSOCIATES, INC.

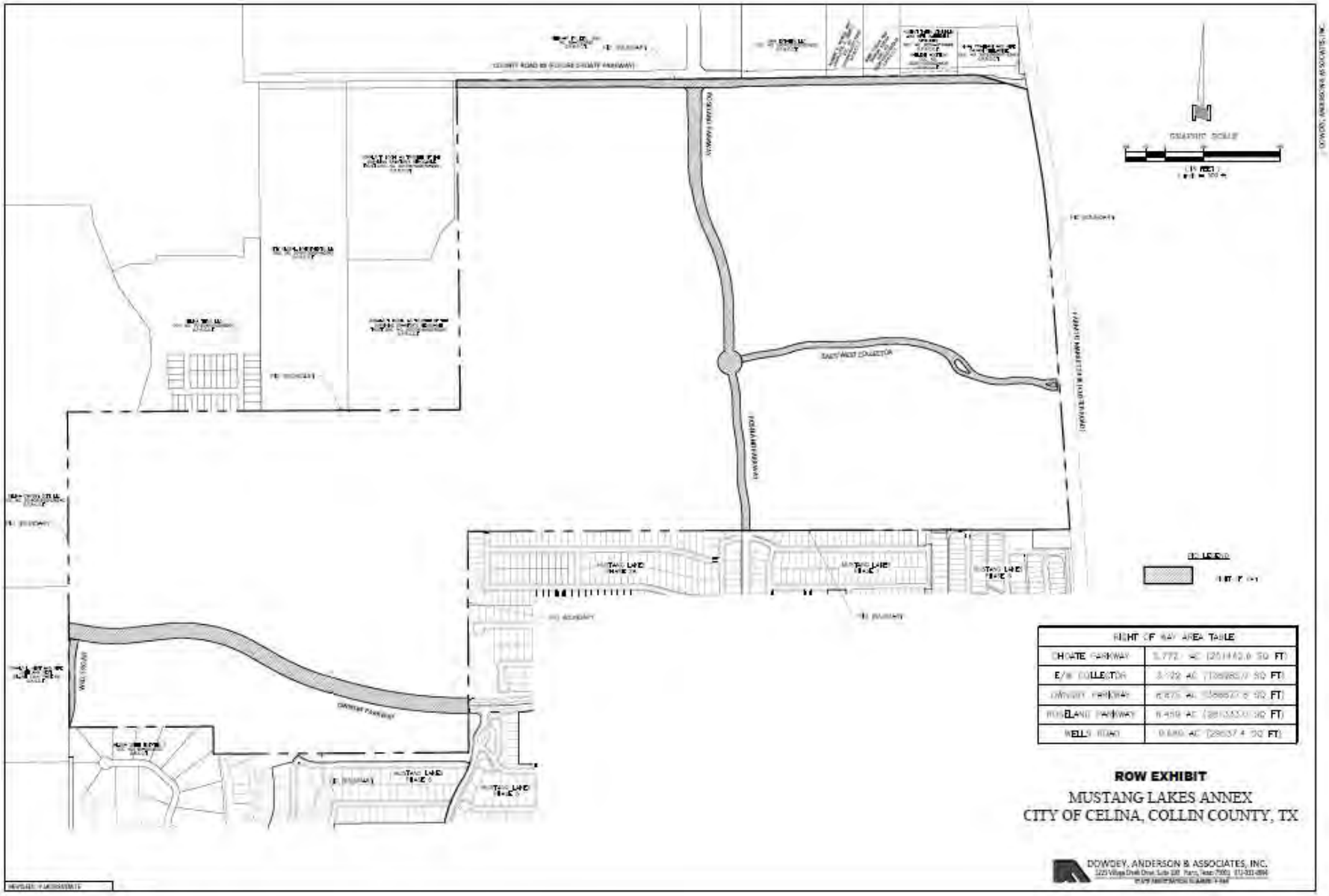


Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)



Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)


PID EXHIBIT
DIRECT IMROVEMENTS-WATER
MUSTANG LAKES ANNEX
PHASE ONE CONSTRUCTION
CITY OF CELINA, COLLIN COUNTY, TX
DOWDEY, ANDERSON & ASSOCIATES, INC.



Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

APPENDIX E
PID ASSESSMENT NOTICE

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the ***Mustang Lakes (Annex) Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF Collin §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of five Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 86 feet, as provided by the Zoning Ordinance.

"Lot Type 2" means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 74 feet, as provided by the Zoning Ordinance.

"Lot Type 3" means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 60 feet, as provided by the Zoning Ordinance.

"Lot Type 4" means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 50 feet, as provided by the Zoning Ordinance.

"Lot Type 5" means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 40 feet, as provided by the Zoning Ordinance.

A) Proposed Development

Table F-1 shows the proposed residential units to be developed within the PID.

Table F-1
Proposed Development within the PID

Description	Proposed Development	
Lot Type 1 (86 Ft Lot)	148	Units
Lot Type 2 (74 Ft Lot)	245	Units
Lot Type 3 (60 Ft Lot)	452	Units
Lot Type 4 (50 Ft Lot)	560	Units
Lot Type 5 (40 Ft Lot)	31	Units
Total	**1,436**	**Units**

Table F-2 shows the proposed residential units within Phase #1.

Table F-2
Proposed Development - Phase #1

Description	Proposed Development	
Lot Type 1 (86 Ft Lot)	0	Units
Lot Type 2 (74 Ft Lot)	0	Units
Lot Type 3 (60 Ft Lot)	62	Units
Lot Type 4 (50 Ft Lot)	90	Units
Lot Type 5 (40 Ft Lot)	0	Units
Total	**152**	**Units**

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Table F-3 shows the proposed residential Lot Types within the Major Improvement Area.

Table F-3
Proposed Development - Major Improvement Area

Description	Proposed Development	
Lot Type 1 (86 Ft Lot)	148	Units
Lot Type 2 (74 Ft Lot)	245	Units
Lot Type 3 (60 Ft Lot)	390	Units
Lot Type 4 (50 Ft Lot)	470	Units
Lot Type 5 (40 Ft Lot)	31	Units
Total	**1,284**	**Units**

B) Calculation of Equivalent Units

As explained under Section V.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the (i) Phase #1 Initial Projects to be financed with the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) and (ii) the Phase #1 Additional Major Improvements to be financed with the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) shall be allocated to the Phase #1 Assessed Property by spreading the entirety of each Assessment across the Parcels within Phase #1 based on the estimated Equivalent Units. Prior to allocating the Budgeted Costs of the Initial Major Improvements and the Additional Major Improvements to the Phase #1 Assessed Property, the pro-rata share of such costs allocable to the Mixed Use Parcels was subtracted first.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to Phase #1 Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 86 Ft, 74 Ft, etc.); (ii) current and projected home prices; (iii) the Budgeted Costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (86 Ft Lots) representing the highest value to Lot Type 5 (40 Ft Lot) representing the lowest value for residential lots are set forth in Table F-4. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (86 Ft Lots) to 1.0.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Table F-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (86 Ft Lot)	$1,100,000	1.00	per dwelling unit
Lot Type 2 (74 Ft Lot)	$1,080,000	0.98	per dwelling unit
Lot Type 3 (60 Ft Lot)	$890,000	0.81	per dwelling unit
Lot Type 4 (50 Ft Lot)	$635,000	0.58	per dwelling unit
Lot Type 5 (40 Ft Lot)	$570,000	0.52	per dwelling unit

The total estimated Equivalent Units for Phase #1 are shown in Table F-5 as calculated based on the Equivalent Unit factors shown above, estimated Lot Types and number of units estimated to be built within Phase #1.

Table F-5
Estimated Equivalent Units - Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (86 Ft Lot)	0	1.00	0.00
Lot Type 2 (74 Ft Lot)	0	0.98	0.00
Lot Type 3 (60 Ft Lot)	62	0.81	50.22
Lot Type 4 (50 Ft Lot)	90	0.58	52.20
Lot Type 5 (40 Ft Lot)	0	0.52	0.00
Total Equivalent Units	**152**		**102.42**

The total estimated Equivalent Units for the Major Improvement Area is shown in Table F-6 as calculated based on the Equivalent Unit factors shown in Table F-4, estimated Lot Types and number of units estimated to be built within the Major Improvement Area.

Table F-6
Estimated Equivalent Units -Major Improvement Area

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (86 Ft Lot)	148	1.00	148.00
Lot Type 2 (74 Ft Lot)	245	0.98	240.10
Lot Type 3 (60 Ft Lot)	390	0.81	315.90
Lot Type 4 (50 Ft Lot)	470	0.58	272.60
Lot Type 5 (40 Ft Lot)	31	0.52	16.12
Total Equivalent Units	**1,284**		**992.72**

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

C) Allocation of Assessments to Lots within Phase #1 for the Phase #1 Initial Projects

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) which represents the total Assessment to be allocated on all Parcels within Phase #1 for the Phase #1 Initial Projects, is $4,945,798. As shown in Table F-5, there are a total of 102.42 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of $48,289.38 for the Phase #1 Initial Projects.

The Assessment per dwelling unit or acre is calculated as the product of (i) $48,289.38 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 1 (86 Ft Lot) dwelling unit is $48,289.38 (i.e. $48,289.38 × 1.00). The Assessment for a Lot Type 2 (74 Ft Lot) dwelling unit is $47,323.59 (i.e. $48,289.38 × 0.98). The Assessment for a Lot Type 3 (60 Ft Lot) dwelling unit is $39,114.40 (i.e. $48,289.38 × 0.81). The Assessment for a Lot Type 4 (50 Ft Lot) dwelling unit is $28,007.84 (i.e. $48,289.38 × 0.58). The Assessment for a Lot Type 5 (40 Ft Lot) dwelling unit is $25,110.48 (i.e. $48,289.38 × 0.52). Table F-7 sets forth the Assessment per dwelling unit for each Lot Type in Phase #1 for the Phase #1 Initial Projects.

Table F-7
Assessment Per Unit - Phase #1 Initial Projects

Lot Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (86 Ft Lot)	0	$48,289.38	1.00	$48,289.38	per dwelling unit	$0
Lot Type 2 (74 Ft Lot)	0	$48,289.38	0.98	$47,323.59	per dwelling unit	$0
Lot Type 3 (60 Ft Lot)	62	$48,289.38	0.81	$39,114.40	per dwelling unit	$2,425,093
Lot Type 4 (50 Ft Lot)	90	$48,289.38	0.58	$28,007.84	per dwelling unit	$2,520,706
Lot Type 5 (40 Ft Lot)	0	$48,289.38	0.52	$25,110.48	per dwelling unit	$0
Total	**152**					**$4,945,798**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-8.

Table F-8
Projected Leverage - Phase #1 Initial Projects

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (86 Ft Lot)	0	$172,000	$1,100,000	$48,289.38	3.56	22.78
Lot Type 2 (74 Ft Lot)	0	$148,000	$1,080,000	$47,323.59	3.13	22.82
Lot Type 3 (60 Ft Lot)	62	$120,000	$890,000	$39,114.40	3.07	22.75
Lot Type 4 (50 Ft Lot)	90	$100,000	$635,000	$28,007.84	3.57	22.67
Lot Type 5 (40 Ft Lot)	0	$80,000	$570,000	$25,110.48	3.19	22.70

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-9.

Table F-9
Estimated Tax Rate Equivalent per unit - Phase #1 Initial Projects

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (86 Ft Lot)	0	$172,000	$1,100,000	$4,320.80	$2.51	$0.39
Lot Type 2 (74 Ft Lot)	0	$148,000	$1,080,000	$4,234.39	$2.86	$0.39
Lot Type 3 (60 Ft Lot)	62	$120,000	$890,000	$3,499.85	$2.92	$0.39
Lot Type 4 (50 Ft Lot)	90	$100,000	$635,000	$2,506.07	$2.51	$0.39
Lot Type 5 (40 Ft Lot)	0	$80,000	$570,000	$2,246.82	$2.81	$0.39

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

D) Allocation of Assessments to Lots within Phase #1 for the Phase #1 Additional Major Improvements

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) which represents the total Assessment to be allocated on all Parcels within Phase #1 for the Phase #1 Additional Major Improvements, is $1,760,000. As shown in Table F-5, there are a total of 102.42 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of $17,184.14 for the Phase #1 Additional Major Improvements.

The Assessment per dwelling unit or acre is calculated as the product of (i) $17,184.14 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 1 (86 Ft Lot) dwelling unit is $17,184.14 (i.e. $17,184.14 × 1.00). The Assessment for a Lot Type 2 (74 Ft Lot) dwelling unit is $16,840.46 (i.e. $17,184.14 × 0.98). The Assessment for a Lot Type 3 (60 Ft Lot) dwelling unit is $13,919.16 (i.e. $17,184.14 × 0.81). The Assessment for a Lot Type 4 (50 Ft Lot) dwelling unit is $9,966.80 (i.e. $17,184.14 × 0.58). The Assessment for a Lot Type 5 (40 Ft Lot) dwelling unit is $8,935.75 (i.e. $17,184.14 × 0.52). Table F-10 sets forth the Assessment per dwelling unit for each Lot Type in Phase #1 for the Phase #1 Additional Major Improvements.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Table F-10
Assessment Per Unit - Phase #1 Additional Major Improvements

Lot Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (86 Ft Lot)	0	$17,184.14	1.00	$17,184.14	per dwelling unit	$0
Lot Type 2 (74 Ft Lot)	0	$17,184.14	0.98	$16,840.46	per dwelling unit	$0
Lot Type 3 (60 Ft Lot)	62	$17,184.14	0.81	$13,919.16	per dwelling unit	$862,988
Lot Type 4 (50 Ft Lot)	90	$17,184.14	0.58	$9,966.80	per dwelling unit	$897,012
Lot Type 5 (40 Ft Lot)	0	$17,184.14	0.52	$8,935.75	per dwelling unit	$0
Total	**152**					**$1,760,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-11.

Table F-11
Projected Leverage - Phase #1 Additional Major Improvements

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (86 Ft Lot)	0	$172,000	$1,100,000	$17,184.14	10.01	64.01
Lot Type 2 (74 Ft Lot)	0	$148,000	$1,080,000	$16,840.46	8.79	64.13
Lot Type 3 (60 Ft Lot)	62	$120,000	$890,000	$13,919.16	8.62	63.94
Lot Type 4 (50 Ft Lot)	90	$100,000	$635,000	$9,966.80	10.03	63.71
Lot Type 5 (40 Ft Lot)	0	$80,000	$570,000	$8,935.75	8.95	63.79

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-12.

Table F-12
Estimated Tax Rate Equivalent per unit - Phase #1 Additional Major Improvements

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (86 Ft Lot)	0	$172,000	$1,100,000	$1,505.64	$0.88	$0.14
Lot Type 2 (74 Ft Lot)	0	$148,000	$1,080,000	$1,475.53	$1.00	$0.14
Lot Type 3 (60 Ft Lot)	62	$120,000	$890,000	$1,219.57	$1.02	$0.14
Lot Type 4 (50 Ft Lot)	90	$100,000	$635,000	$873.27	$0.87	$0.14
Lot Type 5 (40 Ft Lot)	0	$80,000	$570,000	$782.93	$0.98	$0.14

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

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

E) Allocation of Assessments to Lots within Phase #1 for the Phase #1 Projects (Phase #1 Initial Projects and Phase #1 Additional Major Improvements Combined)

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) and the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) which represents the total Assessment to be allocated on all Parcels within Phase #1, is $6,705,798. As shown in Table F-5, there are a total of 102.42 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of $65,473.52.

The Assessment per dwelling unit or acre is calculated as the product of (i) $65,473.52 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 1 (86 Ft Lot) dwelling unit is $65,473.52 (i.e. $65,473.52 × 1.00). The Assessment for a Lot Type 2 (74 Ft Lot) dwelling unit is $64,164.05 (i.e. $65,473.52 × 0.98). The Assessment for a Lot Type 3 (60 Ft Lot) dwelling unit is $53,033.55 (i.e. $65,473.52 × 0.81). The Assessment for a Lot Type 4 (50 Ft Lot) dwelling unit is $37,974.64 (i.e. $65,473.52 × 0.58). The Assessment for a Lot Type 5 (40 Ft Lot) dwelling unit is $34,046.23 (i.e. $65,473.52 × 0.52). Table F-13 sets forth the Assessment per dwelling unit for each Lot Type in Phase #1.

Table F-13
Assessment Per Unit - Phase #1 Projects
Combined Phase #1 Initial Projects and Phase #1 Additional Major Improvements

Lot Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (86 Ft Lot)	0	$65,473.52	1.00	$65,473.52	per dwelling unit	$0
Lot Type 2 (74 Ft Lot)	0	$65,473.52	0.98	$64,164.05	per dwelling unit	$0
Lot Type 3 (60 Ft Lot)	62	$65,473.52	0.81	$53,033.55	per dwelling unit	$3,288,080
Lot Type 4 (50 Ft Lot)	90	$65,473.52	0.58	$37,974.64	per dwelling unit	$3,417,718
Lot Type 5 (40 Ft Lot)	0	$65,473.52	0.52	$34,046.23	per dwelling unit	$0
Total	**152**					**$6,705,798**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-14.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Table F-14
Projected Leverage - Phase #1 Projects
Combined Phase #1 Initial Projects and Phase #1 Additional Major Improvements

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (86 Ft Lot)	0	$172,000	$1,100,000	$65,473.52	2.63	16.80
Lot Type 2 (74 Ft Lot)	0	$148,000	$1,080,000	$64,164.05	2.31	16.83
Lot Type 3 (60 Ft Lot)	62	$120,000	$890,000	$53,033.55	2.26	16.78
Lot Type 4 (50 Ft Lot)	90	$100,000	$635,000	$37,974.64	2.63	16.72
Lot Type 5 (40 Ft Lot)	0	$80,000	$570,000	$34,046.23	2.35	16.74

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-15.

Table F-15
Estimated Tax Rate Equivalent per unit - Phase #1 Projects
Combined Phase #1 Initial Projects and Phase #1 Additional Major Improvements

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (86 Ft Lot)	0	$172,000	$1,100,000	$5,826.44	$3.39	$0.53
Lot Type 2 (74 Ft Lot)	0	$148,000	$1,080,000	$5,709.92	$3.86	$0.53
Lot Type 3 (60 Ft Lot)	62	$120,000	$890,000	$4,719.42	$3.93	$0.53
Lot Type 4 (50 Ft Lot)	90	$100,000	$635,000	$3,379.34	$3.38	$0.53
Lot Type 5 (40 Ft Lot)	0	$80,000	$570,000	$3,029.75	$3.79	$0.53

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll - Phase #1 Initial Projects and the Phase #1 Assessment Roll - Phase #1 Additional Major Improvements attached as Appendix G and Appendix H, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

APPENDIX G
PHASE #1 ASSESSMENT ROLL - PHASE #1 INITIAL PROJECTS

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Appendix G-1
Phase #1 Assessment Roll - Phase #1 Initial Projects

Parcel	**Part of 2794473**
Assessment	**$4,945,798**
Equivalent Units	**102.42**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment
1	$1,000	$446,606	$35,000	$482,606
2	$1,000	$446,515	$35,700	$483,215
3	$1,000	$446,425	$36,414	$483,839
4	$1,000	$446,335	$37,142	$484,477
5	$1,000	$446,244	$37,885	$485,129
6	$98,510	$297,930	$38,643	$435,083
7	$103,459	$291,990	$39,416	$434,865
8	$108,709	$285,751	$40,204	$434,665
9	$114,278	$279,196	$41,008	$434,483
10	$120,186	$272,305	$41,828	$434,319
11	$126,452	$265,058	$42,665	$434,174
12	$133,098	$257,433	$43,518	$434,049
13	$140,147	$249,407	$44,388	$433,943
14	$147,624	$240,956	$45,276	$433,857
15	$155,554	$232,055	$46,182	$433,791
16	$163,965	$222,675	$47,105	$433,745
17	$172,886	$212,788	$48,047	$433,721
18	$182,347	$202,363	$49,008	$433,718
19	$192,380	$191,367	$49,989	$433,736
20	$203,021	$179,766	$50,988	$433,776
21	$214,307	$167,524	$52,008	$433,839
22	$226,275	$154,602	$53,048	$433,925
23	$238,967	$140,957	$54,109	$434,033
24	$252,427	$126,548	$55,191	$434,166
25	$266,701	$111,326	$56,295	$434,322
26	$281,837	$95,244	$57,421	$434,503
27	$297,890	$78,249	$58,570	$434,709
28	$314,912	$60,287	$59,741	$434,940
29	$332,963	$41,297	$60,936	$435,196
30	$351,903	$21,220	$62,155	$435,278
Total	**$4,945,798**	**$6,910,419**	**$1,419,883**	**$13,276,100**

1 - The 9/1/XX dates represent the assessment year end.
2 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects).
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Appendix G-2
Phase #1 Assessment Roll - Phase #1 Initial Projects by Lot Type

Lot Type	**Lot Type 1 (86 Ft)**
Assessment	**$48,289.38**
Equivalent Unit	**1.00**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment
1	$10	$4,361	$342	$4,712
2	$10	$4,360	$349	$4,718
3	$10	$4,359	$356	$4,724
4	$10	$4,358	$363	$4,730
5	$10	$4,357	$370	$4,737
6	$962	$2,909	$377	$4,248
7	$1,010	$2,851	$385	$4,246
8	$1,061	$2,790	$393	$4,244
9	$1,116	$2,726	$400	$4,242
10	$1,173	$2,659	$408	$4,241
11	$1,235	$2,588	$417	$4,239
12	$1,300	$2,514	$425	$4,238
13	$1,368	$2,435	$433	$4,237
14	$1,441	$2,353	$442	$4,236
15	$1,519	$2,266	$451	$4,235
16	$1,601	$2,174	$460	$4,235
17	$1,688	$2,078	$469	$4,235
18	$1,780	$1,976	$479	$4,235
19	$1,878	$1,868	$488	$4,235
20	$1,982	$1,755	$498	$4,235
21	$2,092	$1,636	$508	$4,236
22	$2,209	$1,509	$518	$4,237
23	$2,333	$1,376	$528	$4,238
24	$2,465	$1,236	$539	$4,239
25	$2,604	$1,087	$550	$4,241
26	$2,752	$930	$561	$4,242
27	$2,909	$764	$572	$4,244
28	$3,075	$589	$583	$4,247
29	$3,251	$403	$595	$4,249
30	$3,436	$207	$607	$4,250
Total	**$48,289**	**$67,471**	**$13,863**	**$129,624**

1 - The 9/1/XX dates represent the assessment year end.
2 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects).
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Appendix G-3
Phase #1 Assessment Roll - Phase #1 Initial Projects by Lot Type

Lot Type	**Lot Type 2 (74 Ft)**
Assessment	**$47,323.59**
Equivalent Unit	**0.98**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
1	$10	$4,273	$335	$4,618
2	$10	$4,272	$342	$4,624
3	$10	$4,272	$348	$4,630
4	$10	$4,271	$355	$4,636
5	$10	$4,270	$363	$4,642
6	$943	$2,851	$370	$4,163
7	$990	$2,794	$377	$4,161
8	$1,040	$2,734	$385	$4,159
9	$1,093	$2,671	$392	$4,157
10	$1,150	$2,606	$400	$4,156
11	$1,210	$2,536	$408	$4,154
12	$1,274	$2,463	$416	$4,153
13	$1,341	$2,386	$425	$4,152
14	$1,413	$2,306	$433	$4,151
15	$1,488	$2,220	$442	$4,151
16	$1,569	$2,131	$451	$4,150
17	$1,654	$2,036	$460	$4,150
18	$1,745	$1,936	$469	$4,150
19	$1,841	$1,831	$478	$4,150
20	$1,943	$1,720	$488	$4,151
21	$2,051	$1,603	$498	$4,151
22	$2,165	$1,479	$508	$4,152
23	$2,287	$1,349	$518	$4,153
24	$2,415	$1,211	$528	$4,154
25	$2,552	$1,065	$539	$4,156
26	$2,697	$911	$549	$4,158
27	$2,850	$749	$560	$4,159
28	$3,013	$577	$572	$4,162
29	$3,186	$395	$583	$4,164
30	$3,367	$203	$595	$4,165
Total	**$47,324**	**$66,122**	**$13,586**	**$127,032**

1 - The 9/1/XX dates represent the assessment year end.
2 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects).
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Appendix G-4
Phase #1 Assessment Roll - Phase #1 Initial Projects by Lot Type

Lot Type	**Lot Type 3 (60 Ft)**
Assessment	**$39,114.40**
Equivalent Unit	**0.81**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
1	$8	$3,532	$277	$3,817
2	$8	$3,531	$282	$3,822
3	$8	$3,531	$288	$3,826
4	$8	$3,530	$294	$3,832
5	$8	$3,529	$300	$3,837
6	$779	$2,356	$306	$3,441
7	$818	$2,309	$312	$3,439
8	$860	$2,260	$318	$3,438
9	$904	$2,208	$324	$3,436
10	$951	$2,154	$331	$3,435
11	$1,000	$2,096	$337	$3,434
12	$1,053	$2,036	$344	$3,433
13	$1,108	$1,972	$351	$3,432
14	$1,168	$1,906	$358	$3,431
15	$1,230	$1,835	$365	$3,431
16	$1,297	$1,761	$373	$3,430
17	$1,367	$1,683	$380	$3,430
18	$1,442	$1,600	$388	$3,430
19	$1,521	$1,513	$395	$3,430
20	$1,606	$1,422	$403	$3,431
21	$1,695	$1,325	$411	$3,431
22	$1,790	$1,223	$420	$3,432
23	$1,890	$1,115	$428	$3,433
24	$1,996	$1,001	$436	$3,434
25	$2,109	$880	$445	$3,435
26	$2,229	$753	$454	$3,436
27	$2,356	$619	$463	$3,438
28	$2,491	$477	$472	$3,440
29	$2,633	$327	$482	$3,442
30	$2,783	$168	$492	$3,442
Total	**$39,114**	**$54,652**	**$11,229**	**$104,996**

1 - The 9/1/XX dates represent the assessment year end.
2 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects).
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Appendix G-5
Phase #1 Assessment Roll - Phase #1 Initial Projects by Lot Type

Lot Type	**Lot Type 4 (50 Ft)**
Assessment	**$28,007.84**
Equivalent Unit	**0.58**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
1	$6	$2,529	$198	$2,733
2	$6	$2,529	$202	$2,736
3	$6	$2,528	$206	$2,740
4	$6	$2,528	$210	$2,744
5	$6	$2,527	$215	$2,747
6	$558	$1,687	$219	$2,464
7	$586	$1,654	$223	$2,463
8	$616	$1,618	$228	$2,461
9	$647	$1,581	$232	$2,460
10	$681	$1,542	$237	$2,460
11	$716	$1,501	$242	$2,459
12	$754	$1,458	$246	$2,458
13	$794	$1,412	$251	$2,457
14	$836	$1,365	$256	$2,457
15	$881	$1,314	$262	$2,457
16	$929	$1,261	$267	$2,456
17	$979	$1,205	$272	$2,456
18	$1,033	$1,146	$278	$2,456
19	$1,089	$1,084	$283	$2,456
20	$1,150	$1,018	$289	$2,456
21	$1,214	$949	$295	$2,457
22	$1,281	$876	$300	$2,457
23	$1,353	$798	$306	$2,458
24	$1,429	$717	$313	$2,459
25	$1,510	$630	$319	$2,460
26	$1,596	$539	$325	$2,461
27	$1,687	$443	$332	$2,462
28	$1,783	$341	$338	$2,463
29	$1,886	$234	$345	$2,464
30	$1,993	$120	$352	$2,465
Total	**$28,008**	**$39,133**	**$8,041**	**$75,182**

1 - The 9/1/XX dates represent the assessment year end.
2 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects).
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Appendix G-6
Phase #1 Assessment Roll - Phase #1 Initial Projects by Lot Type

Lot Type	**Lot Type 5 (40 Ft)**
Assessment	**$25,110.48**
Equivalent Unit	**0.52**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
1	$5	$2,267	$178	$2,450
2	$5	$2,267	$181	$2,453
3	$5	$2,267	$185	$2,457
4	$5	$2,266	$189	$2,460
5	$5	$2,266	$192	$2,463
6	$500	$1,513	$196	$2,209
7	$525	$1,482	$200	$2,208
8	$552	$1,451	$204	$2,207
9	$580	$1,418	$208	$2,206
10	$610	$1,383	$212	$2,205
11	$642	$1,346	$217	$2,204
12	$676	$1,307	$221	$2,204
13	$712	$1,266	$225	$2,203
14	$750	$1,223	$230	$2,203
15	$790	$1,178	$234	$2,202
16	$832	$1,131	$239	$2,202
17	$878	$1,080	$244	$2,202
18	$926	$1,027	$249	$2,202
19	$977	$972	$254	$2,202
20	$1,031	$913	$259	$2,202
21	$1,088	$851	$264	$2,203
22	$1,149	$785	$269	$2,203
23	$1,213	$716	$275	$2,204
24	$1,282	$642	$280	$2,204
25	$1,354	$565	$286	$2,205
26	$1,431	$484	$292	$2,206
27	$1,512	$397	$297	$2,207
28	$1,599	$306	$303	$2,208
29	$1,690	$210	$309	$2,210
30	$1,787	$108	$316	$2,210
Total	**$25,110**	**$35,085**	**$7,209**	**$67,405**

1 - The 9/1/XX dates represent the assessment year end.
2 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects).
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

APPENDIX H
PHASE #1 ASSESSMENT ROLL - PHASE #1 ADDITIONAL MAJOR IMPROVEMENTS

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Appendix H-1
Phase #1 Assessment Roll - Phase #1 Additional Major Improvements

Parcel	**Part of 2794473**
Assessment	**$1,760,000**
Equivalent Units	**102.42**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment
1	$1,000	$158,928	$10,000	$169,928
2	$1,000	$158,838	$10,200	$170,038
3	$1,000	$158,747	$10,404	$170,151
4	$1,000	$158,657	$10,612	$170,269
5	$1,000	$158,567	$10,824	$170,391
6	$34,360	$105,827	$11,041	$151,227
7	$36,151	$103,755	$11,262	$151,167
8	$38,051	$101,575	$11,487	$151,113
9	$40,066	$99,280	$11,717	$151,063
10	$42,204	$96,864	$11,951	$151,019
11	$44,471	$94,319	$12,190	$150,980
12	$46,874	$91,638	$12,434	$150,946
13	$49,424	$88,811	$12,682	$150,918
14	$52,128	$85,831	$12,936	$150,895
15	$54,995	$82,688	$13,195	$150,878
16	$58,036	$79,371	$13,459	$150,866
17	$61,261	$75,872	$13,728	$150,861
18	$64,681	$72,178	$14,002	$150,861
19	$68,307	$68,278	$14,282	$150,867
20	$72,153	$64,159	$14,568	$150,880
21	$76,231	$59,808	$14,859	$150,898
22	$80,556	$55,211	$15,157	$150,923
23	$85,142	$50,354	$15,460	$150,955
24	$90,005	$45,220	$15,769	$150,993
25	$95,162	$39,792	$16,084	$151,038
26	$100,630	$34,054	$16,406	$151,090
27	$106,428	$27,986	$16,734	$151,149
28	$112,577	$21,568	$17,069	$151,215
29	$119,097	$14,780	$17,410	$151,288
30	$126,011	$7,598	$17,758	$151,368
Total	**$1,760,000**	**$2,460,553**	**$405,681**	**$4,626,234**

1 - The 9/1/XX dates represent the assessment year end.
2 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements).
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Appendix H-2
Phase #1 Assessment Roll - Phase #1 Additional Major Improvements by Lot Type

Lot Type	**Lot Type 1 (86 Ft)**
Assessment	**$17,184.14**
Equivalent Unit	**1.00**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment
1	$10	$1,552	$98	$1,659
2	$10	$1,551	$100	$1,660
3	$10	$1,550	$102	$1,661
4	$10	$1,549	$104	$1,662
5	$10	$1,548	$106	$1,664
6	$335	$1,033	$108	$1,477
7	$353	$1,013	$110	$1,476
8	$372	$992	$112	$1,475
9	$391	$969	$114	$1,475
10	$412	$946	$117	$1,475
11	$434	$921	$119	$1,474
12	$458	$895	$121	$1,474
13	$483	$867	$124	$1,474
14	$509	$838	$126	$1,473
15	$537	$807	$129	$1,473
16	$567	$775	$131	$1,473
17	$598	$741	$134	$1,473
18	$632	$705	$137	$1,473
19	$667	$667	$139	$1,473
20	$704	$626	$142	$1,473
21	$744	$584	$145	$1,473
22	$787	$539	$148	$1,474
23	$831	$492	$151	$1,474
24	$879	$442	$154	$1,474
25	$929	$389	$157	$1,475
26	$983	$332	$160	$1,475
27	$1,039	$273	$163	$1,476
28	$1,099	$211	$167	$1,476
29	$1,163	$144	$170	$1,477
30	$1,230	$74	$173	$1,478
Total	**$17,184**	**$24,024**	**$3,961**	**$45,169**

1 - The 9/1/XX dates represent the assessment year end.
2 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements).
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Appendix H-3
Phase #1 Assessment Roll - Phase #1 Additional Major Improvements by Lot Type

Lot Type	**Lot Type 2 (74 Ft)**
Assessment	**$16,840.46**
Equivalent Unit	**0.98**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment
1	$10	$1,521	$96	$1,626
2	$10	$1,520	$98	$1,627
3	$10	$1,519	$100	$1,628
4	$10	$1,518	$102	$1,629
5	$10	$1,517	$104	$1,630
6	$329	$1,013	$106	$1,447
7	$346	$993	$108	$1,446
8	$364	$972	$110	$1,446
9	$383	$950	$112	$1,445
10	$404	$927	$114	$1,445
11	$426	$902	$117	$1,445
12	$449	$877	$119	$1,444
13	$473	$850	$121	$1,444
14	$499	$821	$124	$1,444
15	$526	$791	$126	$1,444
16	$555	$759	$129	$1,444
17	$586	$726	$131	$1,444
18	$619	$691	$134	$1,444
19	$654	$653	$137	$1,444
20	$690	$614	$139	$1,444
21	$729	$572	$142	$1,444
22	$771	$528	$145	$1,444
23	$815	$482	$148	$1,444
24	$861	$433	$151	$1,445
25	$911	$381	$154	$1,445
26	$963	$326	$157	$1,446
27	$1,018	$268	$160	$1,446
28	$1,077	$206	$163	$1,447
29	$1,140	$141	$167	$1,448
30	$1,206	$73	$170	$1,448
Total	**$16,840**	**$23,544**	**$3,882**	**$44,266**

1 - The 9/1/XX dates represent the assessment year end.
2 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements).
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Appendix H-4
Phase #1 Assessment Roll - Phase #1 Additional Major Improvements by Lot Type

Lot Type	**Lot Type 3 (60 Ft)**
Assessment	**$13,919.16**
Equivalent Unit	**0.81**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment
1	$8	$1,257	$79	$1,344
2	$8	$1,256	$81	$1,345
3	$8	$1,255	$82	$1,346
4	$8	$1,255	$84	$1,347
5	$8	$1,254	$86	$1,348
6	$272	$837	$87	$1,196
7	$286	$821	$89	$1,196
8	$301	$803	$91	$1,195
9	$317	$785	$93	$1,195
10	$334	$766	$95	$1,194
11	$352	$746	$96	$1,194
12	$371	$725	$98	$1,194
13	$391	$702	$100	$1,194
14	$412	$679	$102	$1,193
15	$435	$654	$104	$1,193
16	$459	$628	$106	$1,193
17	$484	$600	$109	$1,193
18	$512	$571	$111	$1,193
19	$540	$540	$113	$1,193
20	$571	$507	$115	$1,193
21	$603	$473	$118	$1,193
22	$637	$437	$120	$1,194
23	$673	$398	$122	$1,194
24	$712	$358	$125	$1,194
25	$753	$315	$127	$1,195
26	$796	$269	$130	$1,195
27	$842	$221	$132	$1,195
28	$890	$171	$135	$1,196
29	$942	$117	$138	$1,196
30	$997	$60	$140	$1,197
Total	**$13,919**	**$19,460**	**$3,208**	**$36,587**

1 - The 9/1/XX dates represent the assessment year end.
2 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements).
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Appendix H-5
Phase #1 Assessment Roll - Phase #1 Additional Major Improvements by Lot Type

Lot Type	**Lot Type 4 (50 Ft)**
Assessment	**$9,966.80**
Equivalent Unit	**0.58**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment
1	$6	$900	$57	$962
2	$6	$899	$58	$963
3	$6	$899	$59	$964
4	$6	$898	$60	$964
5	$6	$898	$61	$965
6	$195	$599	$63	$856
7	$205	$588	$64	$856
8	$215	$575	$65	$856
9	$227	$562	$66	$855
10	$239	$549	$68	$855
11	$252	$534	$69	$855
12	$265	$519	$70	$855
13	$280	$503	$72	$855
14	$295	$486	$73	$855
15	$311	$468	$75	$854
16	$329	$449	$76	$854
17	$347	$430	$78	$854
18	$366	$409	$79	$854
19	$387	$387	$81	$854
20	$409	$363	$82	$854
21	$432	$339	$84	$855
22	$456	$313	$86	$855
23	$482	$285	$88	$855
24	$510	$256	$89	$855
25	$539	$225	$91	$855
26	$570	$193	$93	$856
27	$603	$158	$95	$856
28	$638	$122	$97	$856
29	$674	$84	$99	$857
30	$714	$43	$101	$857
Total	**$9,967**	**$13,934**	**$2,297**	**$26,198**

1 - The 9/1/XX dates represent the assessment year end.
2 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements).
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Appendix H-6
Phase #1 Assessment Roll - Phase #1 Additional Major Improvements by Lot Type

Lot Type	**Lot Type 5 (40 Ft)**
Assessment	**$8,935.75**
Equivalent Unit	**0.52**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment
1	$5	$807	$51	$863
2	$5	$806	$52	$863
3	$5	$806	$53	$864
4	$5	$806	$54	$864
5	$5	$805	$55	$865
6	$174	$537	$56	$768
7	$184	$527	$57	$767
8	$193	$516	$58	$767
9	$203	$504	$59	$767
10	$214	$492	$61	$767
11	$226	$479	$62	$767
12	$238	$465	$63	$766
13	$251	$451	$64	$766
14	$265	$436	$66	$766
15	$279	$420	$67	$766
16	$295	$403	$68	$766
17	$311	$385	$70	$766
18	$328	$366	$71	$766
19	$347	$347	$73	$766
20	$366	$326	$74	$766
21	$387	$304	$75	$766
22	$409	$280	$77	$766
23	$432	$256	$78	$766
24	$457	$230	$80	$767
25	$483	$202	$82	$767
26	$511	$173	$83	$767
27	$540	$142	$85	$767
28	$572	$110	$87	$768
29	$605	$75	$88	$768
30	$640	$39	$90	$769
Total	**$8,936**	**$12,493**	**$2,060**	**$23,488**

1 - The 9/1/XX dates represent the assessment year end.
2 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements).
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Draft Ordinance (Mustang Annex Ph 1 Additional Projects – Levy Ordinance)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	Ten Mile Creek MIA - Levy Ordinance

Action Requested:
The Celina City Council will conduct a public hearing to consider testimony and act upon an Ordinance accepting and approving a final Ten Mile Creek Public Improvement District Service and Assessment Plan, including the Major Improvement Area assessment roll; making a finding of special benefit to property within the Major Improvement Area of the Ten Mile Creek Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the Major Improvement Area assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Ten Mile Creek MIA – Levy Ordinance) (Pollard)

Background:
Please refer to the attachment for additional information.

Supporting Documents:
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

ORDINANCE NO. 2023-__

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

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district consisting of certain property located within the extraterritorial jurisdiction of the City; and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the record owner of taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on March 15, 2022, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2022-14R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Ten Mile Creek Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, on March 18, 2022, the City Secretary filed a copy of Resolution No. 2022-14R with the County Clerk of each county in which all or a part of the District is located; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, on February 14, 2023, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed assessment roll for the Major Improvement Area of District; calling for a public hearing to consider an ordinance levying assessments on property within the Major Improvement Area of the District (the "Assessments");

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

authorizing and directing the City Secretary of the City to file the proposed assessment roll for the Major Improvement Area of the District and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property within the Major Improvement Area of the District (the "Levy and Assessment Hearing"); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on February 15, 2023, the City Secretary filed the Major Improvement Area Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on February 20, 2023 in the *Celina Record*, a newspaper of general circulation in the City and in the part of the City's extraterritorial jurisdiction in which the District is located or in which the Major Improvement Area Projects (as defined herein) are located; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened the Levy and Assessment Hearing on March 14, 2023, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Major Improvement Area Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the improvements to be undertaken for the benefit of the Major Improvement Area Assessed Property (as defined in the Service and Assessment Plan) (the "Major Improvement Area Projects"), the purposes of the Assessments, the special benefits of the Major Improvement Area Projects, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Major Improvement Area Assessment Roll and the Ten Mile Creek Public Improvement District Service and Assessment Plan, dated March 14, 2023, in a form substantially similar to the attached ***Exhibit A*** (as updated, the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Major Improvement Assessment Roll attached thereto as Appendix G (the "Major Improvement Area Assessment Roll"); and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Major Improvement Area Projects (as described in the Service and Assessment Plan), the Major Improvement Area Assessment Roll, or the levy of the Assessments against the Major Improvement Area Assessed Property; and

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

WHEREAS, the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within the Major Improvement Area of the District, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the Service and Assessment Plan, approval of the Major Improvement Area Assessment Roll, approval of this Ordinance, and approval of the levy of the Assessments against their property located within the Major Improvement Area of the District; and

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

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

Section 1. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. **Findings**.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Major Improvement Area Projects (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel within the Major Improvement Area Assessed Property will receive from the construction of the Major Improvement Area Projects identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Major Improvement Area Projects, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended;

(c) The Service and Assessment Plan apportions the Actual Costs of the Major Improvement Area Projects to be assessed against the Major Improvement Area Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the Major Improvement Area Assessed Property because of the Major Improvement Area Projects;

(d) All of the real property in the Major Improvement Area of the District which is being assessed in the amounts shown in the Major Improvement Area Assessment Roll, will be benefited by the Major Improvement Area Projects proposed to be constructed as

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

described in the Service and Assessment Plan, and each assessed parcel of Major Improvement Area Assessed Property will receive special benefits during the term of the Major Improvement Area Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Major Improvement Area Projects and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Major Improvement Area Projects and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Major Improvement Area Assessment Roll should be approved as the assessment roll for the Major Improvement Area Assessed Property within the Major Improvement Area of the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of the Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for the Major Improvement Area of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Assessment Roll.

The Major Improvement Area Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the assessment roll for the Major Improvement Area of the District.

Section 5. Levy and Payment of Assessments for Actual Costs of the Major improvement Area Projects.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

(a) The City Council hereby levies an assessment on each parcel of Major Improvement Area Assessed Property (excluding Non-Benefitted Property, as defined in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Major Improvement Area Assessment Roll, in the respective amounts shown on the Major Improvement Area Assessment Roll, as a special assessment on the properties set forth in the Major Improvement Area Assessment Roll.

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

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

(d) Each Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

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

Section 6. **Method of Assessment**.

The method of apportioning the Actual Costs of the Major Improvement Area Projects and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. **Penalties and Interest on Delinquent Assessments.**

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

Section 8. **Prepayments of Assessments**.

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

Section 9. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Major Improvement Area Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The

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Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Major Improvement Area Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Administrator and Collector of Assessments.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Collin County Tax Assessor and Collector is hereby appointed and designated as the collector of the Assessments.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the City.

Section 12. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Major Improvement Area Assessment Roll, to be recorded in the real property records of Collin County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

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Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage hereof.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

PASSED AND ADOPTED, this the 14th day of March, 2023.

CITY OF CELINA, TEXAS

Sean Terry, Mayor

ATTEST:

Lauren Vaughns, City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2023 by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

Notary Public, State of Texas

(SEAL)

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

EXHIBIT A

Service and Assessment Plan

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

SERVICE AND ASSESSMENT PLAN

March 14, 2023

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

TEN MILE CREEK
PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On March 15, 2022, the City Council of the City of Celina, Texas passed and approved Resolution No. 2022-14R approving and authorizing the creation of the Ten Mile Creek Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in such public improvement district, all of which was located within the extraterritorial jurisdiction of the City at the time the PID was created.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property is developed. Assessments will be imposed on the property that receives a special benefit from the Authorized Improvements for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. This Ten Mile Creek Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

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

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

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

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

B. DEFINITIONS

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

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

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

"Additional Interest" means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest Reserve" has the meaning set forth in Section V.G of this Service and Assessment Plan.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of

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installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

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

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessment Rolls attached hereto as Appendix G and Appendix H, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest Component designated for the Additional Interest Reserve described in Section V of this Service and Assessment Plan, if applicable, and (iii) the Administrative Expenses.

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

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

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means each Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments against the respective Assessed Property.

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

"Assessment Roll" means, as applicable, the Improvement Area #1 Assessment Roll, the Major Improvement Area Assessment Roll, or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

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

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

"Budgeted Cost(s)" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"County" means Collin County, Texas.

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

"Developer" means, together, the Single-Family Developer and the Multi-Family Developer.

"Development Agreement" means that certain Development Agreement (Belknap Tract) by and between the City and CCD – Coit Land, LLC, approved by the City on September 14, 2021, as partially assigned to CCD – Ten Mile Creek, LLC, as assigned, amended, or otherwise modified, and related to development of the property within the PID.

"Equivalent Units" mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

"Future Improvement Area(s)" means Improvement Areas that are fully developed after Improvement Area #1, as such areas are generally depicted and described in Appendix A.

"Future Improvement Area Bonds" mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Future Improvement Area. In connection with the Future Improvement Area Bonds, Assessments will be levied only on Parcels located within the Future Improvement Area in question.

"Future Improvement Area Improvements" mean those Authorized Improvements associated with any Future Improvement Area(s).

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"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

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

"Improvement Area" means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within an Improvement Area will be assessed in connection with the issuance of Bonds or upon the execution of a reimbursement agreement related to such Improvement Area for Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Improvement Area.

"Improvement Area #1" means the initial improvement area to be developed and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix H.

"Improvement Area #1 Assessed Property" means all Parcels within Improvement Area #1 other than Non-Benefited Property and shown in the Improvement Area #1 Assessment Roll against which an Assessment relating to the Improvement Area #1 Projects is levied.

"Improvement Area #1 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Improvement Area #1 Assessed Property, or the Annual Installments thereof, for the Improvement Area #1 Projects.

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

"Improvement Area #1 Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project) that are secured primarily by Improvement Area #1 Assessment Revenues. The term Improvement Area #1 Bonds may also include any additional bonds issued in the future to construct or acquire the Improvement Area #1 Projects currently being constructed pursuant to the Improvement Area #1 Reimbursement Agreement and which, if issued, will also be secured by the Improvement Area #1 Assessment Revenues.

"Improvement Area #1 Improvements" mean the Authorized Improvements which only benefit Improvement Area #1 Assessed Property, which are described in Section III.C.

"Improvement Area #1 Maximum Assessment Per Unit" means for Improvement Area #1, an Assessment per unit related to the Improvement Area #1 Projects for each applicable Lot Type as follows:

Lot Type 1 (60 Ft) - $62,920.88

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Lot Type 2 (55 Ft) - $56,628.79
Lot Type 3 (Townhomes) - $37,752.53

"Improvement Area #1 Projects" mean (i) the pro rata portion of the Major Improvements allocable to Improvement Area #1, and (ii) the Improvement Area #1 Improvements.

"Improvement Area #1 Reimbursement Agreement" means that certain Ten Mile Creek Public Improvement District Improvement Area #1 Reimbursement Agreement dated March 14, 2023 by and between the City and the Single-Family Developer in which the Single-Family Developer agrees to fund certain Actual Costs of Improvement Area #1 Projects and the City agrees to reimburse the Single-Family Developer for a portion of such Actual Costs funded by the Single-Family Developer with interest as permitted by the PID Act.

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

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

"Major Improvement Area" means the property within the PID excluding Improvement Area #1 which is to be developed subsequent to Improvement Area #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

"Major Improvement Area Assessed Property" means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Improvement Area #1.

"Major Improvement Area Assessment Revenues" mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against the Major Improvement Area Assessed Property, or the Annual Installments thereof, for the Major Improvement Area Projects.

"Major Improvement Area Assessment Roll" means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Major Improvement Area Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Major Improvement Area Project) that are secured primarily by Major Improvement Area Assessment Revenues.

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"Major Improvement Area Projects" mean the pro rata portion of the Major Improvements allocable to the Major Improvement Area, which are described in Section III.B.

"Major Improvements" mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

"Multi-Family Developer" means CCD – Coit Land, LLC, a Texas limited liability company.

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.F. See Section II.C for additional details.

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

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

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

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

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

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

"Single-Family Developer" means CCD – Ten Mile Creek, LLC, a Texas limited liability company.

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

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"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

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Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the extraterritorial jurisdiction of the City and contains approximately 209.27 acres of land. A map of the property within the PID is shown on Appendix A and further described in Appendix C to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 490 residential units and townhomes, 861 multifamily units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development – PID

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	110	Units
Single-Family - 55 Ft	266	Units
Townhomes	114	Units
Multifamily	861	Units
Total	**1,351**	**Units**

B. PROPERTY INCLUDED IN IMPROVEMENT AREA #1

Improvement Area #1 consists of approximately 82.83 acres and is projected to consist of 296 single family residential units and townhomes, as further described in Section III. A map of the property within Improvement Area #1 is shown in Appendix A and further described in Appendix C.

The property within Improvement Area #1 is proposed to be developed as follows:

Table II-B
Proposed Development – Improvement Area #1

Proposed Development	Quantity	Measurement
Single-Family – 60 Ft	54	Units
Single-Family - 55 Ft	128	Units
Townhomes	114	Units
Total	**296**	**Units**

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C. Property Included in the Major Improvement Area (Future Improvement Areas)

The Major Improvement Area consists of (i) approximately 107.76 acres projected to consist of approximately 194 single family residential units and approximately 861 multifamily units, and (ii) approximately 18.68 acres of Non-Benefitted Property. A map of the property within the Major Improvement Area is shown in Appendix A and further described in Appendix C.

The property within the Major Improvement Area is proposed to be developed as follows:

Table II-C
Proposed Development – Major Improvement Area

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	56	Units
Single-Family - 55 Ft	138	Units
Multifamily	861	Units
Total	**1,055**	**Units**

As Future Improvement Areas are developed, Future Improvement Area Bonds may be issued and/or related reimbursement agreements may be executed for each new Improvement Area. In connection with the issuance of Future Improvement Area Bonds and/or each related reimbursement agreement, this Service and Assessment Plan will be updated to add additional details of each Future Improvement Area as shown for Improvement Area #1 in Section II.B. A map of the projected property within each Future Improvement Area is shown in Appendix A. The Future Improvement Areas are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix G and Appendix H and additional Assessment Rolls may be added to this Service and Assessment Plan as the Future Improvement Area(s) are developed.

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

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Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

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

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B and III.C and shown in the opinion of probable costs shown in Appendix B and on the diagrams included as Appendix D for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

B. Descriptions and Costs of Major Improvements

The Major Improvements benefit the entire PID. The costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Improvement Area #1 and Major Improvement Area will be proportionally allocated the costs of the Major Improvements, as shown on Table III-A.

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

A description of the Major Improvements are as follows:

Roadway Improvements

The roadway improvement portion of the Major Improvements consists of the construction of entrance road improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvement portion of the Major Improvements consists of construction and installation of waterlines, mains, pipes, valves, and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Major Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Major Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, and storm water detention facilities which benefit the Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

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Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Major Improvements consist of site preparation, signage, district formation costs, contingency, maintenance bonds, platting, permitting, engineering, staking and other soft costs.

Table III-A
Budgeted Costs – Major Improvements

Authorized Improvements	Total Major Improvement Costs	Improvement Area #1 Allocated Amount[1]	Major Improvement Area Allocated Amount[1]
Roadway improvements	$3,006,452	$1,228,664	$1,777,788
Water improvements	$958,692	$391,794	$566,898
Storm drainage improvements	$886,074	$362,117	$523,957
Sanitary sewer improvements	$1,829,761	$747,779	$1,081,982
Other soft and miscellaneous costs	$2,003,027	$818,588	$1,184,438
Total Authorized Improvements	**$8,684,006**	**$3,548,943**	**$5,135,063**

Note: Costs provided by KFM Engineering. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Major Improvements amount does not change.
[1]Allocation of Major Improvements are based on the methodologies described in V.C and shown in Table V-A.

C. Descriptions and Costs of Improvement Area #1 Improvements

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

Roadway Improvements

The road improvement portion of the Improvement Area #1 Improvements consists of the construction of road improvements, including related excavation, paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Improvement Area #1 Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvements portion of the Improvement Area #1 Improvements consists of construction and installation of a looped water main network, which includes waterlines, valves, fire hydrants, and appurtenances, necessary for the portion of the water distribution system that will service the Improvement Area #1 Assessed Property. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

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Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Improvement Area #1 Improvements consists of construction and installation of various sized sanitary sewer pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Improvement Area #1 Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Improvement Area #1 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, junction boxes, inlets, headwalls, and appurtenances necessary to provide adequate drainage to the Improvement Area #1 Assessed Property constructed within the boundaries of the PID. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Improvement Area #1 Improvements consist of site preparation, signage, district formation costs, contingency, maintenance bonds, platting, permitting, engineering, staking and other soft costs.

Table III-B
Budgeted Costs – Improvement Area #1 Projects

Authorized Improvements	Improvement Area #1's Proportional Share of Major Improvements[1]	Improvement Area #1 Improvements	Total Improvement Area #1 Projects[2]
Roadway improvements	$1,228,664	$3,935,600	$5,164,264
Water improvements	$391,794	$1,949,120	$2,340,914
Sanitary sewer improvements	$362,117	$1,083,705	$1,445,822
Storm drainage improvements	$747,779	$1,752,083	$2,499,862
Other soft and miscellaneous costs	$818,588	$2,627,640	$3,446,228
Total Authorized Improvements	**$3,548,943**	**$11,348,148**	**$14,897,091**

[1] See Table III-A. Allocation of Major Improvements are based on the methodologies described in V.C and shown in Table V-A.
[2]Costs provided by KFM Engineering. The figures shown in Table III-B may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Improvement Area #1 Improvements amount does not change.

D. Future Improvement Areas

As Future Improvement Areas are developed and Future Improvement Area Bonds are issued and/or related reimbursement agreements are executed, this Service and Assessment Plan will be amended to identify the specific Future Improvement Area Improvements that confer a special benefit to the property inside each Future Improvement Area (e.g. a Table III-C will be added to show the costs

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for the Future Improvement Area Improvements financed within the specific Future Improvement Area being developed.)

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IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. It is anticipated that construction of the Major Improvement Area Projects will be completed in the fourth quarter of 2023. It is anticipated that construction of the Improvement Area #1 Projects will be completed in the fourth quarter of 2023. At some point after all or a portion of the Major Improvement Area Projects and Improvement Area #1 Projects are constructed, development in Future Improvement Areas will begin, with each Future Improvement Area to be subsequently developed corresponding to the Service and Assessment Plan to be updated with that development.

The Budgeted Costs for Major Improvements Area Projects plus costs related to the issuance of the Major Improvement Area Bonds and payment of expenses incurred in the establishment, administration and operation of the PID allocable to the Major Improvement Area is $7,310,000 as shown in Table IV-A. The Budgeted Costs for the Improvement Area #1 Projects plus costs related to the issuance of the Improvement Area #1 Bonds and the expenses incurred in the establishment, administration, and operation of the PID allocable to Improvement Area #1 are $18,159,596 as shown in Table IV-B. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the Budgeted Costs of the Authorized Improvements, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

As Future Improvement Areas are developed in connection with the issuance of Future Improvement Area Bonds and/or execution of a related reimbursement agreement, this Service and Assessment Plan will be amended (e.g. Table IV-C will be amended to show the sources and uses for the Future Improvement Area Improvements financed within the specific Future Improvement Area being developed, etc.).

The Major Improvement Area Bonds shown in Table IV-A are being issued in 2023 and will be used to finance the costs of Major Improvement Area Projects.

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Table IV-A
Projected Sources and Uses – Major Improvement Area

Sources of Funds	Major Improvement Area Bonds
Par amount	$7,310,000
Total Sources	**$7,310,000**
Uses of Funds	
Major Improvement Area Projects[1]:	
Road improvements	$1,777,788
Water improvements	$566,898
Sanitary sewer improvements	$523,957
Storm drainage improvements	$1,081,982
Other soft and miscellaneous costs	$1,184,438
Subtotal	*$5,135,063*
Bond Issuance Costs:	
Cost of issuance	$437,700
Capitalized interest	$794,963
Reserve fund	$622,975
Administrative Expenses	$100,000
Underwriters discount	$219,300
Subtotal	*$2,174,937*
Total Uses	**$7,310,000**

[1]See Table III-A for details.

The Improvement Area #1 Bonds shown in Table IV-B are being issued in 2023 and will be used to finance a portion of the costs of the Improvement Area #1 Projects. The City and the Developer are entering into the Improvement Area #1 Reimbursement Agreement in 2023 to finance a portion of the costs of the Improvement Area #1 Projects, as shown in Table IV-B.

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Table IV-B
Projected Sources and Uses – Improvement Area #1

Sources of Funds	Improvement Area #1 Bonds	Improvement Area #1 Reimbursement Agreement	Total
Par amount	$12,010,000	$0	$12,010,000
Assessment	$0	$2,940,000	$2,940,000
Other funding sources[1]	$0	$3,209,596	$3,209,596
Total Sources	**$12,010,000**	**$6,149,596**	**$18,159,596**
Uses of Funds			
Improvement Area #1 Improvements[2]:			
Road improvements	$1,802,887	$2,132,714	$3,935,600
Water improvements	$892,886	$1,056,234	$1,949,120
Sanitary sewer improvements	$496,442	$587,263	$1,083,705
Storm drainage improvements	$802,624	$949,459	$1,752,083
Other soft and miscellaneous costs	$1,203,714	$1,423,926	$2,627,640
Subtotal	*$5,198,552*	*$6,149,596*	*$11,348,148*
Major Improvements[2]:			
Road improvements	$1,228,664	$0	$1,228,664
Water improvements	$391,794	$0	$391,794
Sanitary sewer improvements	$362,117	$0	$362,117
Storm drainage improvements	$747,779	$0	$747,779
Other soft and miscellaneous costs	$818,588	$0	$818,588
Subtotal	*$3,548,943*	*$0*	*$3,548,943*
Bond Issuance Costs:			
Cost of issuance	$720,600	$0	$720,600
Capitalized interest	$1,170,975	$0	$1,170,975
Reserve fund	$960,630	$0	$960,630
Administrative Expenses	$50,000	$0	$50,000
Underwriters discount	$360,300	$0	$360,300
Subtotal	*$3,262,505*	*$0*	*$3,262,505*
Total Uses	**$12,010,000**	**$6,149,596**	**$18,159,596**

[1]The other funding sources, if any, represent projects costs of the Improvement Area #1 Projects to be paid by the Developer without reimbursement from the City.
[2] See Table III-B for details.

As Future Improvement Areas are developed, Future Improvement Area Bonds may be issued and/or a reimbursement agreement may be executed to finance the Authorized Improvements required for each new Future Improvement Area.

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B. Projected Five Year Service Plan

Major Improvement Area

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

Table IV-C
Annual Projected Costs and Annual Projected Indebtedness
Major Improvement Area

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Major Improvement Area Annual Installments
2023[1]	$7,310,000	$7,310,000	$0	$0
2024[1]	$0	$0	$0	$0
2025	$0	$0	$0	$711,545
2026	$0	$0	$0	$711,378
2027	$0	$0	$0	$710,767
2028	$0	$0	$0	$710,712
2029	$0	$0	$0	$710,136
Total	**$7,310,000**	**$7,310,000**	**$0**	**$3,554,537**

[1]Administrative Expenses in year 2023 and 2024 are being funded with Bond proceeds, and interest on the Major Improvement Area Bonds for year 2023 and 2024 is being funded with capitalized interest.

The annual projected costs shown in Table IV-C are the annual expenditures relating to Major Improvement Area's proportional share of Major Improvements, referred to as the Major Improvement Area Projects, shown in Table III-A, and the costs associated with setting up the PID allocable to the Major Improvement Area and bond issuance costs including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Improvement Area #1

The annual projected costs and annual projected indebtedness for Improvement Area #1 is shown in Table IV-D. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-D
Annual Projected Costs and Annual Projected Indebtedness
Improvement Area #1

Year	Annual Projected Cost	Annual Projected Indebtedness[1]	Other Funding Sources[2]	Projected Improvement Area #1 Annual Installments
2023[3]	$18,159,596	$14,950,000	$3,209,596	$0
2024[3]	$0	$0	$0	$443,743
2025	$0	$0	$0	$1,262,457
2026	$0	$0	$0	$1,261,685
2027	$0	$0	$0	$1,261,121
2028	$0	$0	$0	$1,261,708
2029	$0	$0	$0	$1,261,308
Total	**$18,159,596**	**$14,950,000**	**$3,209,596**	**$6,752,021**

[1]Includes amounts to be paid from assessments related to both the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.
[2]The other funding sources, if any, represent project costs of the Improvement Area #1 Projects to be paid by the Developer without reimbursement from the City.
[3]Administrative Expenses in year 2023 are being funded with Bond proceeds, and interest on the Improvement Area #1 Bonds for year 2023 and 2024 is being funded with capitalized interest. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Improvement Area #1 Projects shown in Table III-B, and the costs associated with setting up the PID allocable to Improvement Area #1 and bond issuance costs including reserves shown in Table IV-B. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

C. PID Assessment Notice

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan update include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice"). The PID Assessment Notice is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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V. ASSESSMENT PLAN

A. INTRODUCTION

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

The proposed bond issuance program entails a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the issuance of the Improvement Area #1 Bonds and the Major Improvement Area Bonds anticipated being issued in 2023, subsequent financings may be issued over the upcoming decade as the Future Improvement Areas of the development are gradually constructed.

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

For purposes of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements shall be allocated as described below:

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

2. The costs of the Major Improvements are proportionally allocated to the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property based on the ratio of Equivalent Units for the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property.

3. The Major Improvement Area Assessed Property's proportional share of the costs for the Major Improvements is allocated to each Parcel within the Major Improvement Area Assessed Property based on the total estimated Equivalent Units for each Parcel.

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4. The Improvement Area #1 Projects costs are allocated to each Parcel within the Improvement Area #1 Assessed Property based on the total estimated Equivalent Units for each Parcel within Improvement Area #1.

5. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken into consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home prices provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the Authorized Improvements.

6. The Assessed Property is classified into different Lot Types as described in Appendix F based on the type and size of proposed development on each Parcel.

7. Equivalent Units are calculated for each Lot Type based on the relative average home value of each Lot Type.

Table V-A provides the estimated allocation of costs of the Major Improvements between the Major Improvement Area and Improvement Area #1.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Improvement Areas will receive from the direct Authorized Improvements that will benefit each individual Improvement Area and that are to be financed with Future Improvement Area Bonds. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Improvement Area #1 Projects and Major Improvement Area Projects.

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

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Major Improvement Area Projects and the Improvement Area #1 Projects, as applicable, (ii) provides the basis and justification for the

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determination that this special benefit exceeds the amount of the Assessments levied or to be levied on the Improvement Area #1 Assessed Property and the Major Improvement Area Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvement Area Projects and the Improvement Area #1 Projects to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Improvement Areas are developed, in connection with the issuance of Future Improvement Area Bonds and/or execution of a related reimbursement agreement this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Improvement Area.

B. Special Benefit

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

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

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

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

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Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

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

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

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

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

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

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6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Allocation of Costs to Assessed Property

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

Improvement Area #1 is projected to contain 296 residential units and the Major Improvement Area is projected to contain 1,055 residential units. As shown in Appendix F, the total projected Equivalent Units for Improvement Area #1 is calculated as 237.60 and the total projected Equivalent Units for the Major Improvement Area is calculated as 343.79. The total projected Equivalent Units in the PID is, therefore, calculated to be 581.39 (i.e., 237.60 + 343.79 = 581.39). As a result, 40.87 percent of the Budgeted Costs of the Major Improvements (i.e. 237.60 ÷ 581.39 = 40.87%) are allocated to the Improvement Area #1 Assessed Property and 59.13 percent of the Budgeted Costs of the Major Improvements (i.e., 343.79 ÷ 581.39 = 59.13%) are allocated to the Major Improvement Area Assessed Property. The Major Improvement Area Bonds will fund the Budgeted Costs of the Major Improvement Area Projects. The Improvement Area #1 Bonds, obligations under the Improvement Area #1 Reimbursement Agreement, and developer contributions will fund the Budgeted Costs of the Improvement Area #1 Projects. One hundred percent (100%) of the Improvement Area #1 Improvements are allocated to the Improvement Area #1 Assessed Property.

Table V-A
Allocation of Major Improvement Costs

Authorized Improvement	Total
Road improvements	$3,006,452
Water improvements	$958,692
Offsite sanitary sewer improvements	$886,074
Storm drainage improvements	$1,829,761
Other soft and miscellaneous costs	$2,003,027
Total Major Improvements[1]	**$8,684,006**
Improvement Area #1	
Projected total number of Equivalent Units	237.60
% of total Equivalent Units	40.87%
Proportionate Share of Costs	$3,548,943
Major Improvement Area (Future Improvement Areas)	
Projected total number of Equivalent Units	343.79
% of total Equivalent Units	59.13%
Proportionate Share of Costs	$5,135,063

[1]See Table III-A for details.

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D. ASSESSMENT METHODOLOGY

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

1. Assessment Methodology for the Major Improvement Area Projects

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Major Improvement Area Projects to be financed with the Major Improvement Area Bonds shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Assessment across the Parcels within the Major Improvement Area based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Major Improvement Area Projects, as set forth in Table III-A, the City Council has determined that the benefit to the Major Improvement Area Assessed Property of the Major Improvement Area Projects is at least equal to the Assessments levied on the Major Improvement Area Assessed Property.

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

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

2. Assessment Methodology for the Improvement Area #1 Projects

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Improvement Area #1 Projects to be financed with the Improvement Area #1 Bonds and by the Developer under the Improvement Area #1 Reimbursement Agreement shall be allocated to the Improvement Area #1 Assessed Property by spreading the entire Assessment across the Parcels within Improvement Area #1 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Improvement Area #1 Projects, as set forth in Table III-B, the City Council has determined that the benefit to Improvement Area #1 Assessed Property of the Improvement Area #1 Projects is at least equal to the Assessments levied on the Improvement Area #1 Assessed Property.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Upon subsequent divisions of any Parcel within Improvement Area #1, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

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

3. Assessment Methodology for Future Improvement Areas

When any given Future Improvement Areas are developed, and Future Improvement Area Bonds for that Future Improvement Area are to be issued and/or a related reimbursement agreement is executed, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Future Improvement Area.

E. ASSESSMENTS

The Assessments will be levied on each Parcel of Assessed Property within the Major Improvement Area and Improvement Area #1 according to the Assessment Rolls, attached hereto as Appendix G and Appendix H, respectively. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Assessment Rolls, subject to any revisions made during an Annual Service Plan Update. Non-Benefitted Property will not be subject to any Assessments.

See Appendix F for Assessment per Equivalent Unit, leverage, and estimated tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

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

G. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for any portion of the Assessments which secure a series of Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments that secure the Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related

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costs. The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the applicable Trust Indenture. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected on any portion of an Assessment which secures a reimbursement obligation and not a series of Bonds.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA

The Assessment and Annual Installments for each Assessed Property located within the Major Improvement Area are shown on the Major Improvement Area Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from the Major Improvement Area Assessed Property in an amount sufficient to pay (i) principal of and interest on the Major Improvement Area Bonds, (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel in the Major Improvement Area shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN IMPROVEMENT AREA #1

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

The Annual Installments shall be collected from the Improvement Area #1 Assessed Property in an amount sufficient to pay (i) principal of and interest on the Improvement Area #1 Bonds, (ii) principal and interest on the Improvement Area #1 Reimbursement Agreement (iii) to fund the Additional Interest Reserve (with respect to the portion of the assessment securing the Improvement Area #1 Bonds) described in Section V, and (iv) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel in the Improvement Area #1 shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE IMPROVEMENT AREAS

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

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D. REALLOCATION OF ASSESSMENTS

1. Subdivision

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

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

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

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

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

2. Consolidation

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

E. MANDATORY PREPAYMENT OF ASSESSMENTS

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

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2. If at any time the Assessment per Equivalent Unit on a Parcel exceeds the applicable Improvement Area #1 Maximum Assessment Per Equivalent Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Unit for the Parcel exceeds the applicable Improvement Area #1 Maximum Assessment per Unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

F. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or reimbursement agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs or Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/or related reimbursement agreement, resulting in excess Bond proceeds being available to redeem Bonds and/or reduce obligations under a reimbursement agreement, as the case may be, and such excess proceeds shall be applied to redeem Bonds and/or the obligations under a reimbursement agreement may be reduced as provided in the Trust Indenture or the terms of the reimbursement agreement, then the Assessment securing such series of Bonds and/or related reimbursement agreement for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or amounts due under a related reimbursement agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bonds proceeds being available to redeem Bonds and/or a need to reduce the obligations under a reimbursement agreement, and such excess proceeds shall be applied to redeem Bonds and/or reduce obligations under a reimbursement agreement, as the case may be, as provided in the Trust Indenture or the terms of the reimbursement agreement, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds and/or repay obligations under a reimbursement agreement, including interest on the Bonds (including Additional Interest) and/or interest due under a reimbursement agreement and Administrative Expenses. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or repay the

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obligations under a reimbursement agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under a reimbursement agreement is equal to the outstanding principal amount of the Bonds and/or reimbursement agreement.

G. PAYMENT OF ASSESSMENTS

1. Payment in Full

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

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

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

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

2. Payment in Annual Installments

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

Each Assessment for the Major Improvement Area Assessed Property shall be paid with an interest rate not more than the actual interest rate paid on the Major Improvement Area Bonds. The Major Improvement Area Assessment Roll sets forth for each year the Annual Installment for each Parcel within the Major Improvement Area based on an interest rate of 7.25% and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments related

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to the Major Improvement Area Bonds may not exceed the amounts shown on the Major Improvement Area Assessment Roll. The Major Improvement Area Assessment Roll is shown as Appendix G.

Each Assessment for the Improvement Area #1 Assessed Property shall be paid with an interest rate of not more than the actual interest rates paid on the Improvement Area #1 Bonds and the Improvement Area #1 Reimbursement Agreement, respectively. Interest on the Improvement Area #1 Bonds is based on an interest rate of 6.50% and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. Interest on the Improvement Area #1 Reimbursement Agreement shall be paid based on an interest rate of 5.65% per annum for years 1 through 5 and 5.65% per annum following the fifth Annual Installment. The interest on the Improvement Area #1 Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments was 3.65%. The City has determined that the Improvement Area #1 Reimbursement Agreement shall bear interest at the interest rate of 5.65% per annum for years 1 through 5 and 5.65% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 8.65% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.65%. Furthermore, the Annual Installments related to the Improvement Area #1 Bonds and the Improvement Area #1 Reimbursement Agreement may not exceed the amounts shown on the Improvement Area #1 Assessment Roll. The Improvement Area #1 Assessment Roll is shown as Appendix H.

The Annual Installments shall be reduced to equal the actual costs of repaying the Improvement Area #1 Bonds, Major Improvement Area Bonds, and/or Improvement Area #1 Reimbursement Agreement and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

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

H. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated

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among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

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

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Improvement Area #1 Bonds, Improvement Area #1 Reimbursement Agreement, and Major Improvement Area Bonds will be due when billed and will be delinquent if not paid prior to February 1, 2024 (subject to any offsets from capitalized interest and any other available funds).

I. SURPLUS FUNDS REMAINING IN THE MAJOR IMPROVEMENT AREA BOND ACCOUNT

If proceeds from the Major Improvement Area Bonds still remain after all of the Major Improvement Area Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with the applicable Trust Indenture.

J. SURPLUS FUNDS REMAINING IN THE IMPROVEMENT AREA # 1 BOND ACCOUNT

If proceeds from the Improvement Area #1 Bonds remain after all of the Improvement Area #1 Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with the applicable Trust Indenture.

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Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

VII. THE ASSESSMENT ROLL

A. MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

The City Council has evaluated each Parcel within the Major Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Major Improvement Area.

The Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Major Improvement Area Projects. Table VII-A summarizes the $7,310,000 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects, a portion of the costs of the PID formation, and the Major Improvement Area Bond issuance costs. The par amount of the Major Improvement Area Bonds is $7,310,000, which is less than or equal to the benefit received by the Major Improvement Area Assessed Property. Accordingly, the total Assessment to be applied to all the Major Improvement Area Assessed Property is $7,310,000 plus annual Administrative Expenses. The Assessment for the Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Major Improvement Area Assessment Roll is attached hereto as Appendix G.

Table VII-A
Major Improvement Area
Special Benefit Summary

Special Benefit	Total Cost
Major Improvement Area Projects[1]	$5,135,063
PID Formation/Bond Costs of Issuance:	
Cost of issuance	$437,700
Capitalized interest	$794,963
Reserve fund	$622,975
Administrative Expense	$100,000
Underwriters discount	$219,300
Subtotal	$2,174,937
Total Special Benefit	**$7,310,000**
Special Benefit:	
Total Special Benefit	$7,310,000
Projected Special Assessment	$7,310,000
Excess Benefit	**$0**

[1]See Table III-A for details.

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B. Improvement Area #1 Assessment Roll

The City Council has evaluated each Parcel in Improvement Area #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Improvement Area #1.

The Improvement Area #1 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Improvement Area #1 Projects. Table VII-B summarizes the $18,159,596 in special benefit received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Projects, the costs of the PID formation, and the Improvement Area #1 Bond issuance costs. The par amount of the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement is $14,950,000, which is less than or equal to the benefit received by the Improvement Area #1 Assessed Property. Accordingly, the total Assessment to be applied to all the Improvement Area #1 Assessed Property is $14,950,000 plus, interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Improvement Area #1 Assessment Roll is attached hereto as Appendix H.

Table VII-B
Improvement Area #1
Special Benefit Summary

Special Benefit	Total Cost
Improvement Area #1 Projects[1]	$14,897,091
PID Formation/Bond Costs of Issuance:	
Cost of issuance	$720,600
Capitalized interest	$1,170,975
Reserve fund	$960,630
Administrative Expense	$50,000
Underwriter's discount	$360,300
Subtotal	$3,262,505
Total Special Benefit	**$18,159,596**
Special Benefit:	
Total Special Benefit	$18,159,596
Projected Assessment	$14,950,000
Excess Benefit	**$3,209,596**

[1]See Table III-B for details.

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C. Future Improvement Areas Assessment Rolls

As Future Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Assessment for each Parcel or Lot located within such Future Improvement Areas (e.g. an appendix will be added as the Assessment Roll for Future Improvement Areas).

D. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Improvement Area #1 Assessment Roll and the Major Improvement Area Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

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

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

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

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

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

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

B. TERMINATION OF ASSESSMENTS

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

C. AMENDMENTS

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

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels: (i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, collection costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive. Tables in this Service and Assessment Plan may be rounded to the nearest whole number.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

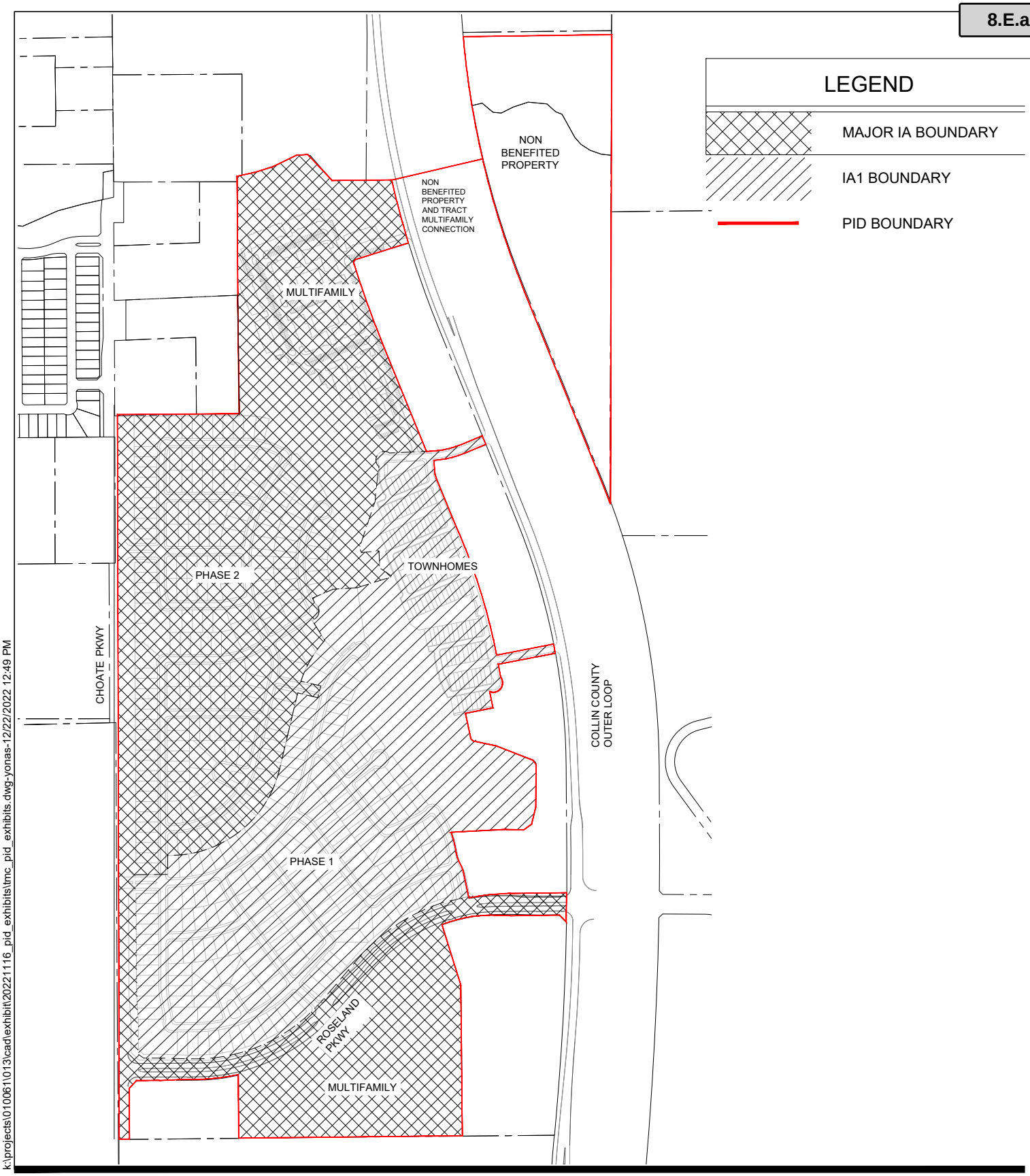
If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

APPENDIX A
PID MAP

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)



Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

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TITLE

PID BOUNDARY

PID EXHIBIT

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

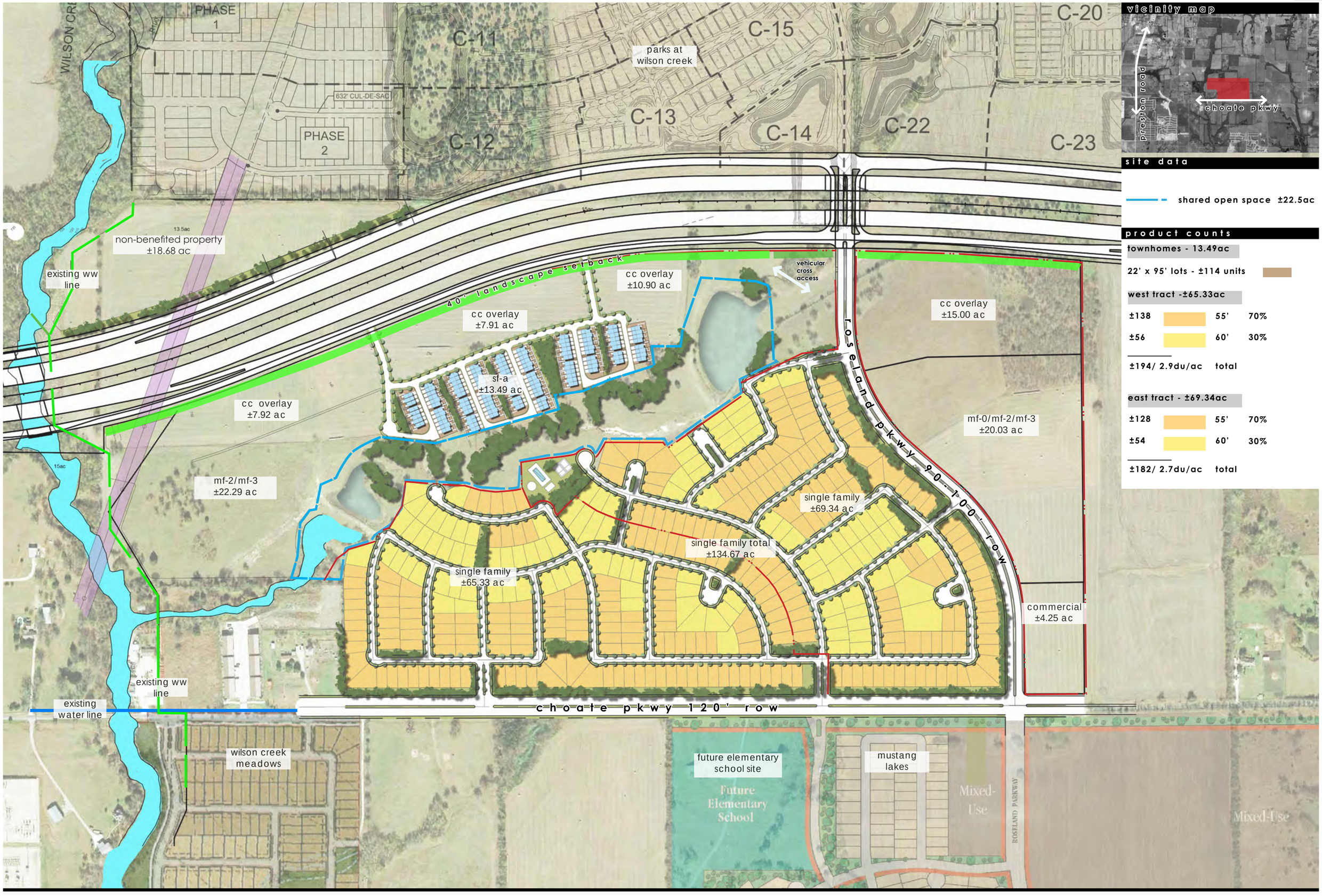
CLIENT

CORSON CRAMER DEVELOPMENT
DALLAS, TEXAS

PROJECT NUMBER:
.....

SHEET:

DATE:
2022/11/09



vicinity map

site data

shared open space ±22.5ac

product counts

townhomes - 13.49ac

22' x 95' lots - ±114 units

west tract -±65.33ac

±138	55'	70%
±56	60'	30%
±194/ 2.9du/ac	total	

east tract - ±69.34ac

±128	55'	70%
±54	60'	30%
±182/ 2.7du/ac	total	

KFM ENGINEERING & DESIGN

0 150 300 600
Scale: 1"=300'

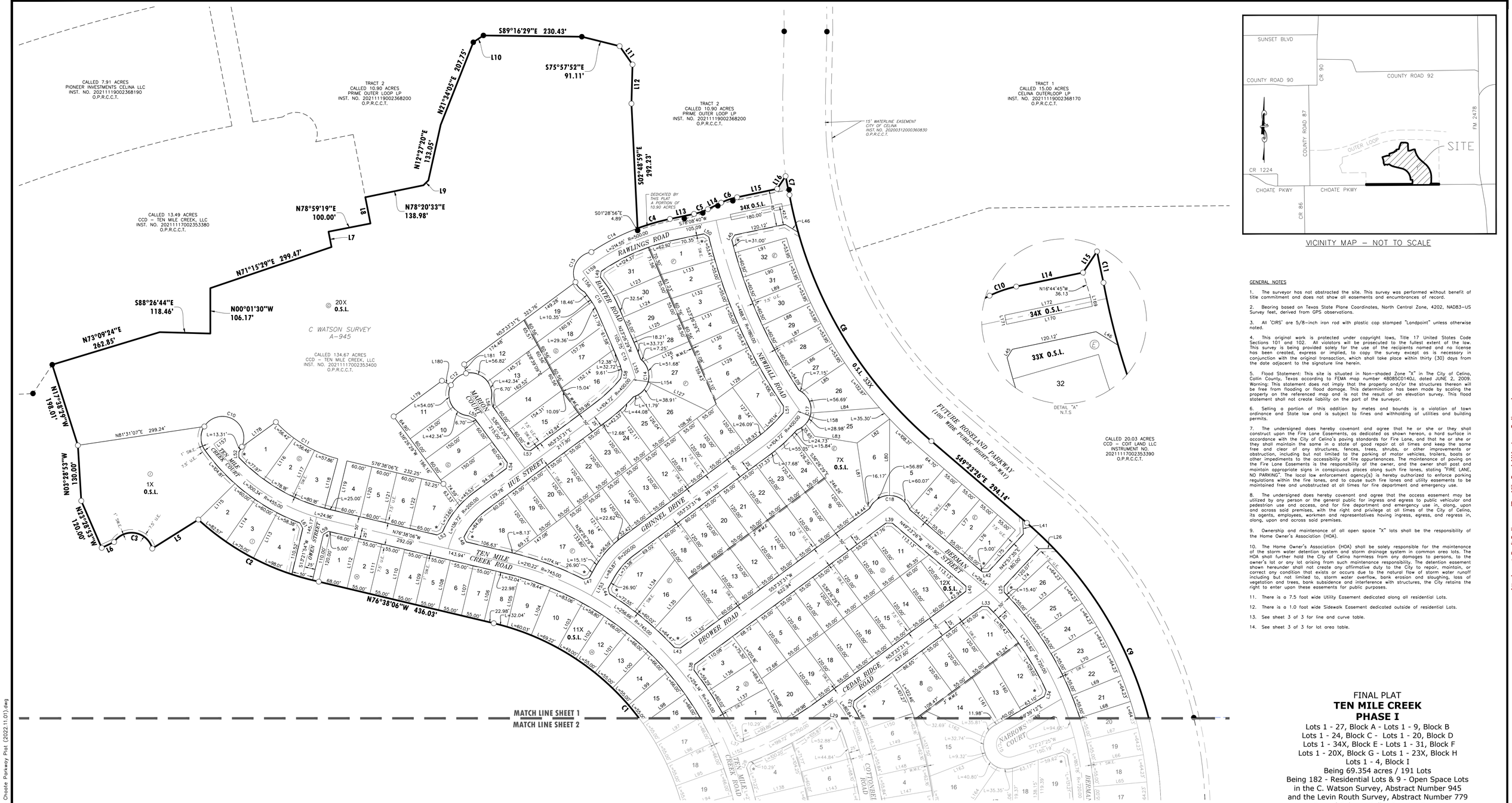
Ten Mile Creek

Illustrative Concept Plan

December 22nd, 2022

THE INFORMATION SHOWN IS BASED ON THE BEST INFORMATION AVAILABLE AND IS SUBJECT TO CHANGE WITHOUT NOTICE

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)



VICINITY MAP – NOT TO SCALE

GENERAL NOTES

1. The surveyor has not abstracted the site. This survey was performed without benefit of title commitment and does not show all easements and encumbrances of record.

2. Bearing based on Texas State Plane Coordinates, North Central Zone, 4202, NAD83–US Survey feet, derived from GPS observations.

3. All 'CIRS' are 5/8–inch iron rod with plastic cap stamped "Landpoint" unless otherwise noted.

4. This original work is protected under copyright laws, Title 17 United States Code Sections 101 and 102. All violators will be prosecuted to the fullest extent of the law. This survey is being provided solely for the use of the recipients named and no license has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction, which shall take place within thirty (30) days from the date adjacent to the signature line herein.

5. Flood Statement: This site is situated in Non–shaded Zone "X" in The City of Celina, Collin County, Texas according to FEMA map number 48085C0140J, dated JUNE 2, 2009. Warning: This statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. This flood statement shall not create liability on the part of the surveyor.

6. Selling a portion of this addition by metes and bounds is a violation of town ordinance and State law and is subject to fines and withholding of utilities and building permits.

7. The undersigned does hereby covenant and agree that he or she or they shall construct upon the Fire Lane Easements, as dedicated as shown hereon, a hard surface in accordance with the City of Celina's paving standards for Fire Lane, and that he or she or they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire appurtenances. The maintenance of paving on the Fire Lane Easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "FIRE LANE, NO PARKING". The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

8. The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to public vehicular and pedestrian use and access, and for fire department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

9. Ownership and maintenance of all open space "X" lots shall be the responsibility of the Home Owner's Association (HOA).

10. The Home Owner's Association (HOA) shall be solely responsible for the maintenance of the storm water detention system and storm drainage system in common area lots. The HOA shall further hold the City of Celina harmless from any damages to persons, to the owner's lot or any lot arising from such maintenance responsibility. The detention easement shown hereunder shall not create any affirmative duty to the City to repair, maintain, or correct any condition that exists or occurs due to the natural flow of storm water runoff including but not limited to, storm water overflow, bank erosion and sloughing, loss of vegetation and trees, bank subsidence and interference with structures, the City retains the right to enter upon these easements for public purposes.

11. There is a 7.5 foot wide Utility Easement dedicated along all residential Lots.

12. There is a 1.0 foot wide Sidewalk Easement dedicated outside of residential Lots.

13. See sheet 3 of 3 for line and curve table.

14. See sheet 3 of 3 for lot area table.

FINAL PLAT
TEN MILE CREEK
PHASE I

Lots 1 - 27, Block A - Lots 1 - 9, Block B
Lots 1 - 24, Block C - Lots 1 - 20, Block D
Lots 1 - 34X, Block E - Lots 1 - 31, Block F
Lots 1 - 20X, Block G - Lots 1 - 23X, Block H
Lots 1 - 4, Block I
Being 69.354 acres / 191 Lots
Being 182 - Residential Lots & 9 - Open Space Lots
in the C. Watson Survey, Abstract Number 945
and the Levin Routh Survey, Abstract Number 779
City of Celina , Collin County, Texas

LANDPOINT
4100 INTERNATIONAL PLAZA,
STE. 240
FORT WORTH, TX 76109
(817) 554–1805
www.landpoint.net
TBPELS REG. NO. 10194220

SHEET 1 OF 3

KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 809-0536
WWW.KFM-LLC.COM
TBPE # F-20821

JOB. NO.	DATE:	PREPARE BY:	REVIEWED BY:	TAG	SCALE:
21–0300–7	11/03/2022	AA			1"=100'

PRELIMINARY
FOR REVIEW ONLY, THIS DOCUMENT IS
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GRAPHIC SCALE
0 100 200
1 INCH = 100 FT.

LEGEND / ABBREVIATIONS

ABSTRACT LINE
ADJOINER LINE
BOUNDARY LINE
BUILDING LINE
EASEMENT LINE
IRON ROD FOUND
NAIL FOUND
CAPPED IRON ROD SET
NAIL SET
DRIVEWAY LOCATIONS ON LOTS WITH INLETS
UNDERGROUND CABLE MARKER
UNDERGROUND TELEPHONE MARKER

O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
D.E.	DRAINAGE EASEMENT
W.W.E.	WASTEWATER EASEMENT
U.E.	UTILITY EASEMENT
SW.E.	SIDEWALK EASEMENT
S.E.	STREET EASEMENT
W.M.E	WALL MAINTENANCE EASEMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	CAPPED IRON ROD SET
IPF	IRON PIPE FOUND
O.S.L.	OPEN SPACE LOT
MFFE	MINIMUM FINISHED FLOOR ELEVATION
CM	CONTROLLING MONUMENT



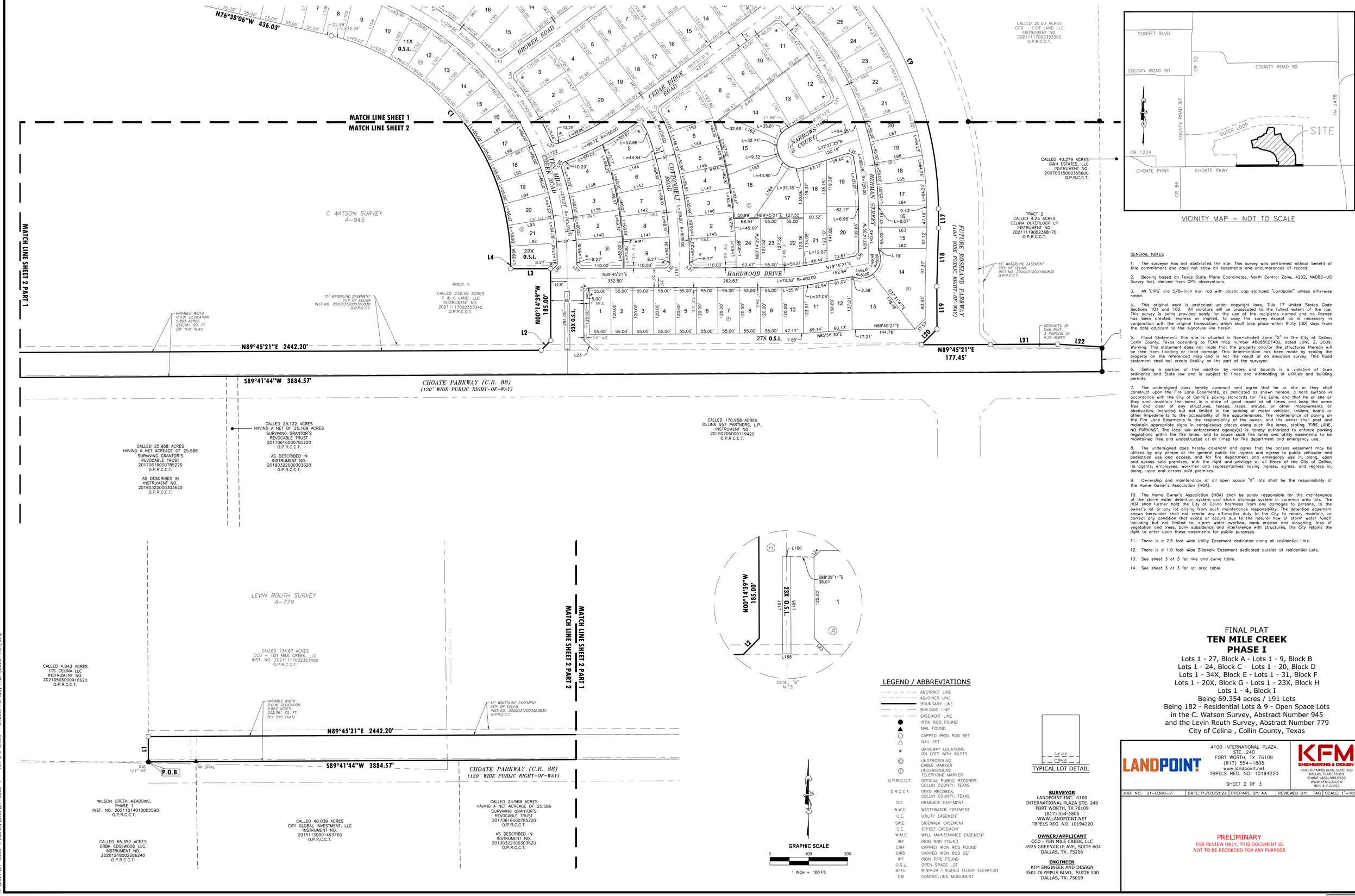
TYPICAL LOT DETAIL

SURVEYOR
LANDPOINT INC. 4100
INTERNATIONAL PLAZA STE. 240
FORT WORTH, TX 76109
(817) 554-1805
WWW.LANDPOINT.NET
TBPELS REG. NO. 10194220

OWNER/APPLICANT
CCD - TEN MILE CREEK, LLC
4925 GREENVILLE AVE, SUITE 604
DALLAS, TX. 75206

ENGINEER
KFM ENGINEER AND DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TX. 75019

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)
X:\2021\21-0300-7\Survey\DWG\21-0300-7 – Ten Mile Creek – Choate Parkway Plat (2022.11.01).dwg



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	EASEMENT LINE
●	IRON ROD FOUND
▲	NAIL FOUND
○	CAPPED IRON ROD SET
△	NAIL SET
*	DRIVEWAY LOCATIONS ON LOTS WITH INLETS
(G)	UNDERGROUND CABLE MARKER
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TYPICAL LOT DETAIL

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FINAL PLAT

TEN MILE CREEK
PHASE I

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TBPE #: F-20821

SHEET 2 OF 3

JOB. NO. 21-0300-7	DATE: 11/03/2022	PREPARE BY: AA	REVIEWED BY: TAG	SCALE: 1"=100'

PRELIMINARY
FOR REVIEW ONLY, THIS DOCUMENT IS
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x:\2021\21-0300-7\Survey\DWG\21-0300-7 - Ten Mile Creek - Choate Parkway Plat (2022.11.01).dwg

LOT AREAS TABLE

Block	Lot	Acres	Area (sq. ft.)	Block	Lot	Acres	Area (sq. ft.)	Block	Lot	Acres	Area (sq. ft.)	Block	Lot	Acres	Area (sq. ft.)	Block	Lot	Acres	Area (sq. ft.)
A	1	0.152	6600	C	1	0.216	9399	E	1	0.158	6875	F	1	0.213	9292	H	1	0.187	8160
A	2	0.152	6600	C	2	0.163	7080	E	2	0.158	6875	F	2	0.171	7464	H	2	0.152	6600
A	3	0.152	6600	C	3	0.163	7080	E	3	0.158	6875	F	3	0.164	7156	H	3	0.152	6600
A	4	0.152	6600	C	4	0.163	7080	E	4	0.158	6875	F	4	0.161	7018	H	4	0.152	6600
A	5	0.152	6600	C	5	0.163	7080	E	5	0.329	14317	F	5	0.163	7103	H	5	0.152	6600
A	6	0.152	6600	C	6	0.163	7080	E	6	0.252	10958	F	6	0.189	8250	H	6	0.152	6600
A	7	0.152	6600	C	7	0.242	10559	E	7X	0.396	17243	F	7	0.206	8972	H	7	0.152	6600
A	8	0.152	6600	C	8	0.26	11323	E	8	0.152	6600	F	8	0.161	7022	H	8	0.152	6601
A	9	0.152	6600	C	9	0.152	6600	E	9	0.152	6600	F	9	0.152	6600	H	9	0.191	8308
A	10	0.153	6662	C	10	0.152	6600	E	10	0.152	6600	F	10	0.152	6600	H	10	0.21	9136
A	11	0.188	8210	C	11	0.222	9654	E	11	0.152	6600	F	11	0.152	6600	H	11	0.148	6468
A	12	0.184	8019	C	12	0.235	10231	E	12	0.152	6600	F	12	0.152	6600	H	12	0.167	7260
A	13	0.343	14920	C	13	0.176	7656	E	13	0.165	7200	F	13	0.152	6600	H	13	0.167	7260
A	14	0.439	19115	C	14	0.261	11388	E	14	0.165	7200	F	14	0.152	6600	H	14	0.167	7260
A	15	0.157	6829	C	15	0.34	14819	E	15	0.254	11050	F	15	0.152	6608	H	15	0.167	7260
A	16	0.161	6992	C	16	0.34	14801	E	16	0.216	9427	F	16	0.159	6944	H	16	0.167	7260
A	17	0.171	7452	C	17	0.244	10614	E	17	0.308	13434	F	17	0.317	13822	H	17	0.167	7260
A	18	0.171	7452	C	18	0.178	7766	E	18	0.165	7200	F	18	0.306	13349	H	18	0.167	7260
A	19	0.171	7452	C	19	0.23	10011	E	19	0.165	7200	F	19	0.152	6600	H	19	0.167	7260
A	20	0.171	7452	C	20	0.252	10986	E	20	0.152	6600	F	20	0.152	6600	H	20	0.17	7394
A	21	0.171	7452	C	21	0.178	7761	E	21	0.152	6600	F	21	0.152	6600	H	21	0.164	7126
A	22	0.171	7452	C	22	0.159	6937	E	22	0.152	6600	F	22	0.152	6600	H	22X	0.169	7380
A	23	0.171	7452	C	23	0.161	7013	E	23	0.152	6602	F	23	0.152	6600	H	23X	0.045	1950
A	24	0.171	7452	C	24	0.19	8278	E	24	0.155	6749	F	24	0.152	6630	I	1X	1.637	71291
A	25	0.171	7452	D	1	0.241	10491	E	25	0.252	10998	F	25	0.158	6902	I	2	0.196	8554
A	26	0.171	7452	D	2	0.178	7763	E	26	0.268	11687	F	26	0.22	9591	I	3	0.186	8100
A	27X	1.628	70921	D	3	0.198	8626	E	27	0.164	7142	F	27	0.334	14549	I	4	0.228	9934
B	1	0.213	9276	D	4	0.191	8322	E	28	0.164	7153	F	28	0.161	7033				
B	2	0.178	7763	D	5	0.152	6600	E	29	0.164	7153	F	29	0.152	6600				
B	3	0.178	7763	D	6	0.152	6600	E	30	0.164	7153	F	30	0.152	6608				
B	4	0.25	10904	D	7	0.152	6600	E	31	0.164	7153	F	31	0.204	8866				
B	5	0.24	10472	D	8	0.152	6600	E	32	0.164	7153	G	1	0.204	8888				
B	6	0.176	7687	D	9	0.152	6600	E	33X	0.778	33868	G	2	0.185	8042				
B	7	0.176	7687	D	10	0.152	6600	E	34X	0.037	1599	G	3	0.19	8262				
B	8	0.176	7687	D	11	0.196	8538					G	4	0.165	7200				
B	9	0.211	9178	D	12X	0.107	4649					G	5	0.165	7200				
				D	13	0.165	7200					G	6	0.165	7200				
				D	14	0.152	6600					G	7	0.225	9808				
				D	15	0.152	6600					G	8	0.241	10519				
				D	16	0.152	6600					G	9	0.207	9000				
				D	17	0.152	6600					G	10	0.188	8193				
				D	18	0.152	6600					G	11	0.204	8884				
				D	19	0.152	6600					G	12	0.243	10593				
				D	20	0.22	9592					G	13	0.211	9190				
												G	14	0.218	9505				
												G	15	0.245	10663				
												G	16	0.238	10357				
												G	17	0.213	9298				
												G	18	0.221	9612				
												G	19	0.214	9314				
												G	20X	14.072	612,984				

LINE TABLE

LINE	DIRECTION	LENGTH
L1	N00°18'15"W	65.43'
L2	N44°45'21"E	35.36'
L3	S89°45'21"W	102.50'
L4	N00°14'39"W	18.27'
L5	S57°54'30"W	127.48'
L6	S64°35'18"W	32.00'
L7	N11°00'41"W	36.60'
L8	N11°07'11"W	62.58'
L9	N45°22'22"E	16.30'
L10	N56°08'30"E	28.38'
L11	S35°03'53"E	52.50'

LINE TABLE

LINE	DIRECTION	LENGTH
L12	S01°33'01"W	91.49'
L13	N78°08'40"E	57.57'
L14	N64°01'58"E	34.64'
L15	N78°08'40"E	95.86'
L16	N33°31'30"E	35.59'
L17	S00°14'39"E	50.00'
L18	S01°39'54"W	150.08'
L19	S00°14'39"E	110.00'
L20	S64°45'21"W	56.57'
L21	N89°45'21"E	172.55'
L22	S86°25'48"E	113.84'

LOT CORNER LINE TABLE

LINE	DIRECTION	LENGTH
L23	S45°14'39"E	35.36'
L24	S44°45'21"W	14.14'
L25	S00°53'12"E	14.42'
L26	S89°09'12"W	34.61'
L27	N45°14'39"W	14.14'
L28	S24°55'57"W	14.41'
L29	S79°32'52"E	13.67'
L30	S44°45'21"W	14.14'
L31	S45°14'39"E	14.14'
L32	S10°06'37"W	14.52'
L33	N85°40'53"W	15.15'
L34	N17°38'54"E	14.86'
L35	N59°47'42"W	13.45'
L36	N39°30'21"E	15.38'
L37	N67°18'00"W	14.41'
L38	N07°36'08"E	13.90'
L39	S87°54'58"E	15.65'
L40	S02°05'02"W	12.46'
L41	S03°07'30"E	34.68'
L42	S86°50'38"W	14.41'

LOT CORNER LINE TABLE

LINE	DIRECTION	LENGTH
L43	N84°38'07"W	14.91'
L44	N14°21'05"W	14.41'
L45	N31°57'58"E	13.85'
L46	S58°25'54"E	36.31'
L47	S73°24'57"W	14.41'
L48	N26°07'02"W	12.72'
L49	N09°15'16"E	13.97'
L50	S57°34'08"E	14.32'
L51	S02°31'26"W	15.98'
L52	S00°00'00"E	14.01'
L53	N62°39'00"E	15.16'
L54	N08°33'31"E	14.14'
L55	N63°34'19"W	17.80'
L56	S09°18'40"E	17.80'
L57	S81°26'29"E	14.14'
L58	N10°28'27"E	17.51'
L59	S58°21'54"W	14.14'
L60	N44°45'21"E	14.14'
L61	N28°21'01"W	14.93'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	799.96'	600.00'	76°23'27"	N38°26'22"W	742.01'
C2	305.58'	600.00'	29°10'52"	N62°02'40"W	302.29'
C3	113.68'	50.00'	130°15'53"	N80°18'23"W	90.73'
C4	78.98'	525.00'	8°37'12"	N73°50'04"E	78.91'
C5	34.24'	139.00'	14°06'42"	N71°05'19"E	34.15'
C6	39.65'	161.00'	14°06'42"	N71°05'19"E	39.55'
C7	44.80'	1010.00'	2°32'29"	S11°39'21"E	44.80'
C8	677.83'	1000.00'	38°50'09"	S29°58'22"E	664.91'
C9	771.99'	900.00'	49°08'48"	S24°49'03"E	748.54'

RIGHT-OF-WAY CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C10	150.84'	50.00'	172°51'19"	S61°38'33"E	99.81'
C11	170.75'	297.59'	32°52'25"	S59°21'46"E	168.41'
C12	46.21'	50.00'	52°57'17"	N51°58'33"E	44.58'
C13	92.21'	50.00'	105°40'03"	N27°53'26"E	79.69'
C14	109.63'	50.00'	125°37'24"	N10°52'47"E	88.95'
C14	121.65'	525.00'	13°16'34"	N62°53'11"E	121.38'
C15	87.54'	30.00'	167°11'48"	S23°56'42"E	59.63'
C16	45.38'	200.00'	13°00'00"	N29°56'29"W	45.28'
C17	117.55'	50.00'	134°42'21"	N03°02'08"E	92.29'
C18	118.60'	50.00'	135°54'20"	N87°54'58"W	92.69'

LOT LINE TABLE

LINE	DIRECTION	LENGTH
L62	N89°45'21"E	123.60'
L63	N89°45'21"E	125.00'
L64	N89°08'07"E	125.00'
L65	N84°54'19"E	125.00'
L66	N80°40'33"E	125.00'
L67	N76°26'44"E	125.00'
L68	N72°12'56"E	125.00'
L69	N67°59'09"E	125.00'
L70	N63°45'21"E	125.00'
L71	N59°31'34"E	125.00'
L72	N55°17'46"E	125.00'
L73	N51°03'58"E	125.00'
L74	N46°50'11"E	125.00'
L75	S40°36'34"W	125.00'
L76	S40°36'34"W	125.00'
L77	S40°36'34"W	125.00'
L78	S40°36'34"W	125.00'
L79	S40°36'34"W	124.52'
L80	N00°03'01"E	179.34'
L81	N08°32'34"W	140.71'
L82	S53°33'31"W	94.56'
L83	S81°07'02"E	100.75'
L84	N85°39'29"E	161.18'
L85	S55°59'40"W	131.83'
L86	S58°59'44"W	125.00'
L87	S61°59'48"W	125.00'
L88	S64°59'53"W	125.00'
L89	S67°59'57"W	125.00'

LOT LINE TABLE

LINE	DIRECTION	LENGTH
L90	S71°00'01"W	125.00'
L91	S74°00'06"W	125.00'
L92	N85°58'00"E	120.00'
L93	N80°48'42"E	120.00'
L94	N75°39'45"E	120.00'
L95	N70°12'37"E	120.00'
L96	N64°57'29"E	120.00'
L97	N59°42'22"E	120.00'
L98	N54°27'14"E	120.00'
L99	N49°12'06"E	120.00'
L100	N43°56'59"E	120.00'
L101	N38°41'51"E	120.00'
L102	N33°26'44"E	120.00'
L103	N28°45'59"E	120.00'
L104	N22°09'24"E	120.00'
L105	N13°21'54"E	120.14'
L106	N13°21'54"E	120.00'
L107	N13°21'54"E	120.00'
L108	N13°21'54"E	120.00'
L109	N13°21'54"E	120.00'
L110	N13°21'54"E	120.00'
L111	N13°21'54"E	120.00'
L112	N13°21'54"E	120.00'
L113	S27°29'58"W	120.00'
L114	S34°39'41"W	120.00'
L115	S45°26'01"W	120.19'
L116	S35°56'53"W	119.51'
L117	S25°31'50"W	119.48'

LOT LINE TABLE

LINE	DIRECTION	LENGTH
L118	S14°50'50"W	119.91'
L119	N13°21'54"E	120.00'
L120	N13°21'54"E	120.00'
L121	N13°21'54"E	120.00'
L122	N13°21'54"E	120.00'
L123	N66°33'31"E	121.12'
L124	N66°33'31"E	120.00'
L125	N66°33'31"E	120.00'
L126	N66°33'31"E	118.35'
L127	S64°16'05"E	154.07'
L128	N53°33'31"E	130.51'
L129	S63°27'34"W	123.16'
L130	S66°05'43"W	121.26'
L131	S68°43'37"W	122.16'
L132	S71°19'32"W	125.83'
L133	S73°56'27"W	132.30'
L134	N37°32'08"E	152.93'
L135	N42°00'04"E	135.43'
L136	N56°25'47"E	120.00'
L137	N60°53'43"E	120.00'
L138	N76°43'13"E	120.00'
L139	N81°11'10"E	120.00'
L140	N85°39'07"E	120.00'
L141	N86°13'10"E	120.00'
L142	N82°21'22"E	120.00'
L143	N78°29'34"E	120.00'
L144	N74°37'46"E	120.00'
L145	N86°39'44"E	120.00'

LOT LINE TABLE

LINE	DIRECTION	LENGTH
L146	N83°38'39"E	120.00'
L147	N80°37'33"E	120.00'
L148	N77°36'28"E	120.00'
L149	N74°35'23"E	120.00'
L150	N71°34'17"E	120.13'
L151	N00°14'39"W	43.27'
L152	N68°48'58"E	44.89'
L153	S29°31'56"W	61.50'
L154	N38°33'31"E	13.13'
L155	N18°26'29"W	33.19'
L156	N36°26'29"W	59.75'
L157	S54°19'42"W	25.00'
L158	N38°33'31"E	17.78'
L159	S53°33'31"W	18.46'
L160	N30°20'48"W	130.80'
L161	N30°20'48"W	124.39'
L162	S66°02'45"E	150.57'
L163	N69°07'48"E	141.40'
L164	N34°51'28"E	161.69'
L165	S00°14'39"E	150.00'
L166	S89°45'21"W	13.00'
L167	N00°14'39"W	150.00'
L168	N89°45'21"E	13.00'
L169	S11°51'31"E	13.00'
L170	S78°08'39"W	123.00'
L171	N11°51'31"W	13.00'
L172	N78°08'29"E	123.00'

OWNER'S DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS CCD – TEN MILE CREEK, LLC, is the owner of that certain 69.354 acre tract or parcel of land situated in the C. Watson Survey, Abstract No. 945, and the Levin Routh Survey, Abstract No. 779, Collin County, Texas, being a part of a called 134.67 acre tract of land described in the deed to CCD – TEN MILE CREEK, LLC, recorded in Instrument No. 20211117002353400, Official Public Records of Collin County, Texas and being more particularly described by metes and bounds and follows:

BEGINNING at a 1/2-inch iron rod found for the Southern Most Southwest corner of said 55.348 acre tract, and the Southeast corner of a called 4.043 acre tract of land, conveyed to ETS Celina LLC, recorded in Instrument No. 20210506000918620, Official Public Records of Collin County, Texas;

THENCE North 00° 18' 15" West, along the east line of said 4.043 acre tract, a distance of 65.43 feet to a point for corner;

THENCE severing said 134.67 acre tract of land, the following Fourteen (14) courses and distances:

1. North 89° 45' 21" East, a distance of 2442.20 feet to a point for corner;
2. North 44° 45' 21" East, a distance of 35.36 feet to a point for corner;
3. North 00° 14' 39" West, a distance of 185.00 feet to a point for corner;
4. South 89° 45' 21" West, a distance of 102.50 feet to a point for corner;
5. North 00° 14' 39" West, a distance of 18.27 feet to the beginning of a curve to the left;
6. Along said curve to the left, with an arc length of 799.96 feet, a central angle of 76° 23' 27", a radius of 600.00 feet and a chord that bears North 38° 26' 22" West, a distance of 742.01 feet;
7. North 76° 38' 06" West, a distance of 436.03 feet to the beginning of a curve to the right;
8. Along said curve to the right, with an arc length of 305.58 feet, a central angle of 29° 10' 52", a radius of 600.00 feet and a chord that bears North 62° 02' 40" West, a distance of 302.29 feet to a point at the end of said curve;
9. South 57° 54' 30" West, a distance of 127.48 feet to the beginning of a non-tangential curve to the left;
10. Along said curve to the left, with an arc length of 113.68 feet, a central angle of 130° 15' 53", a radius of 50.00 feet and a chord that bears North 80° 18' 23" West, a distance of 90.73 feet to a point at the end of said curve;
11. South 64° 35' 18" West, a distance of 32.00 feet to a point for corner;
12. North 25° 28' 53" West, a distance of 120.00 feet to a point for corner;
13. North 03° 28' 53" West, a distance of 130.00 feet to a point for corner;
14. North 17° 38' 29" West, a distance of 198.01 feet to a 1/2-inch iron rod with yellow cap stamped "CBG" found for corner, same being the South line of a called 13.49 acre tract of land, conveyed to CCD-Ten Mile Creek, LLC, recorded in Instrument No. 20211117002353380, O.P.R.C.C.T.;

THENCE with the common line of said 134.67 acre tract and said 13.49 acre tract, the following Six (6) courses and distances:

1. North 73° 09' 24" East, a distance of 262.85 feet to a 1/2-inch iron rod with yellow cap stamped "CBG" found for corner;
2. South 88° 26' 44" East, a distance of 118.46 feet to a 1/2-inch iron rod with yellow cap stamped "CBG" found for corner;
3. North 00° 01' 30" West, a distance of 106.17 feet to a 1/2-inch iron rod with yellow cap stamped "CBG" found for corner;
4. North 71° 15' 29" East, a distance of 299.47 feet to a 1/2-inch iron rod with yellow cap stamped "CBG" found for corner;
5. North 11° 00' 41" West, a distance of 36.60 feet to a 1/2-inch iron rod with yellow cap stamped "CBG" found for corner;
6. North 78° 59' 19" East, a distance of 100.00 feet to a 1/2-inch iron rod with yellow cap stamped "CBG" found for corner;

THENCE North 11° 07' 11" West, with the common line of said 13.49 acre tract and said 134.67 acre tract, a distance of 62.58 feet to a 1/2-inch iron rod with yellow cap stamped "CBG" found for corner, same being the Southwest corner of a called 10.90 acre tract of land, described as Tract 2, conveyed to Prime Outer Loop LP, recorded in Instrument No. 20211119002368200;

THENCE with the common line of said 134.67 acre tract of land and said 10.90 acre tract, the following Ten (10) courses and distances:

1. North 78° 20' 33" East, a distance of 138.98 feet to a point for corner;
2. North 45° 22' 22" East, a distance of 16.30 feet to a point for corner;
3. North 12° 27' 20" East, a distance of 133.05 feet to a point for corner;
4. North 21° 34' 05" East, a distance of 207.75 feet to a point for corner;
5. North 56° 08' 30" East, a distance of 28.38 feet to a point for corner;
6. South 89° 16' 29" East, a distance of 230.43 feet to a point for corner;
7. South 75° 57' 52" East, a distance of 91.11 feet to a point for corner;
8. South 35° 03' 53" East, a distance of 52.50 feet to a point for corner;
9. South 01° 33' 01" West, a distance of 91.49 feet to a point for corner;
10. South 02° 48' 59" East, a distance of 292.23 feet to the beginning of a non-tangential curve to the right, from which a 1/2-inch iron rod with yellow cap stamped "CBG" found for a corner of said 10.90 acre tract bears South 01° 28' 56" East, a distance of 4.89 feet;

THENCE severing said 134.67 acre tract of land, the following Sixteen (16) courses and distances:

1. Along said curve to the right, with an arc length of 78.98 feet, a central angle of 08° 37' 12", a radius of 525.00 feet and a chord that bears North 73° 50' 04" East, a distance of 78.91 feet;
2. North 78° 08' 40" East, a distance of 57.57 feet to the beginning of a curve to the left;
3. Along said curve to the left, with an arc length of 34.24 feet, a central angle of 14° 06' 42", a radius of 139.00 feet and a chord that bears North 71° 05' 19" East, a distance of 34.15 feet;
4. North 64° 01' 58" East, a distance of 34.64 feet to the beginning of a curve to the right;
5. Along said curve to the right, with an arc length of 39.65 feet, a central angle of 14° 06' 42", a radius of 161.00 feet and a chord that bears North 71° 05' 19" East, a distance of 39.55 feet;
6. North 78° 08' 40" East, a distance of 95.86 feet to a point for corner;
7. North 33° 31' 30" East, a distance of 35.59 feet to the beginning of a non-tangential curve to the right;
8. Along said curve to the left, with an arc length of 44.80 feet, a central angle of 02° 32' 29", a radius of 1010.00 feet and a chord that bears South 11° 39' 21" East, a distance of 44.80 feet to the beginning of a non-tangential curve to the left;
9. Along said curve to the left, with an arc length of 677.82 feet, a central angle of 38° 50' 09", a radius of 1000.00 feet and a chord that bears South 29° 58' 22" East, a distance of 664.91 feet;
10. South 49° 23' 26" East, a distance of 294.14 feet to the beginning of a curve to the right;
11. Along said curve to the right, with an arc length of 771.99 feet, a central angle of 49° 08' 48", a radius of 900.00 feet and a chord that bears South 24° 49' 03" East, a distance of 748.54 feet;
12. South 00° 14' 39" East, a distance of 50.00 feet to a point for corner;
13. South 01° 39' 54" West, a distance of 150.08 feet to a point for corner;
14. South 00° 14' 39" East, a distance of 110.00 feet to a point for corner;
15. South 44° 45' 21" West, a distance of 56.57 feet to a point for corner;
16. North 89° 45' 21" East, a distance of 177.45 feet to a point for corner and the Southwest line of a called 4.25 acre tract, conveyed to Celina Outerloop LP, recorded in Instrument No. 20211119002368170 (O.P.R.C.C.T.)

THENCE over and across said 4.25 acre tract of land, the following Two (2) courses and distances:

1. North 89° 45' 21" East, a distance of 172.55 feet to a point for corner;
2. South 86° 25' 48" East, a distance of 113.84 feet to the East line of said 4.25 acre tract, and the west line of a called 40.279 acre tract, conveyed to G & N Estates, LLC, recorded in Instrument No. 20070315000355600 (O.P.R.C.C.T.), from which a 1/2-inch iron rod with yellow cap stamped "CBG" found at the Southeast corner of said 4.25 acre tract bears South 11° 06' 41" East, a distance of 3.37 feet;

THENCE South 00° 33' 25" East, along the southerly east line of said 134.67 acre tract, and the West line of said 40.279 acre tract, a distance of 63.77 feet to a 5/8-inch iron rod found for corner;

THENCE South 89° 41' 44" West, along the south line of said 134.67 acre tract, a distance of 3884.57 feet to the POINT OF BEGINNING and containing 69.354 acres of land.

CERTIFICATE OF APPROVAL

Approved this _____ day of _____, 20 _____ by the Planning & Zoning Commission of the Town of Prosper, Texas.

_____
Town Secretary

_____
Engineering Department

_____
Development Services Department

NOW THEREFORE, know all men by these presents that, CCD – TEN MILE CREEK, LLC, does adopt this plat designating the herein described property as the final plat 10-MILES CREEK, PHASE I, Lots 1 – 27, Block A, Lots 1 – 9, Block B, Lots 1 – 24, Block C, Lots 1 – 20, Block D, Lots 1 – 34X, Block E, Lots 1 – 31, Block F, Lots 1 – 20X, Block G, Lots 1 – 23X, Block H, Lots 1 – 4, Block I, Collin County, Texas and does hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements, rights-of-way and public places thereon shown for the purpose and consideration therein expressed.

_____
CCD – TEN MILE CREEK, LLC

State of Texas §
County of Collin §

Before me, the undersigned notary in and for the State of Texas, on this day personally appeared CCD – TEN MILE CREEK, LLC, known to me to be the person, whose name is subscribed to the forgoing instrument and acknowledge to me that she executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

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

_____
Notary Public in the State of Texas.

My commission expires _____.

SURVEYOR'S CERTIFICATE

Known All Men By These Presents:

That I, Robert Glen Maloy, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulation of the Town of Celina, Texas.

Dated this the _____ day of _____, 20 _____.

PRELIMINARY
FOR REVIEW ONLY, THIS DOCUMENT IS
NOT TO BE RECORDED FOR ANY PURPOSE

_____
Glen R. Maloy, RPLS No.

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this personally appeared Robert Glen Maloy, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

SURVEYOR
LANDPOINT INC. 4100
INTERNATIONAL PLAZA STE. 240
FORT WORTH, TX 76109
(817) 554-1805
WWW.LANDPOINT.NET
TBPELS REG. NO. 10194220

OWNER/APPLICANT
CCD - TEN MILE CREEK, LLC
4925 GREENVILLE AVE, SUITE 604
DALLAS, TX. 75206

ENGINEER
KFM ENGINEER AND DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TX. 75019

FINAL PLAT
TEN MILE CREEK
PHASE I
Lots 1 - 27, Block A - Lots 1 - 9, Block B
Lots 1 - 24, Block C - Lots 1 - 20, Block D
Lots 1 - 34X, Block E - Lots 1 - 31, Block F
Lots 1 - 20X, Block G - Lots 1 - 23X, Block H
Lots 1 - 4, Block I
Being 69.354 acres / 191 Lots
Being 182 - Residential Lots & 9 - Open Space Lots
in the C. Watson Survey, Abstract Number 945
and the Levin Routh Survey, Abstract Number 779
City of Celina , Collin County, Texas

LANDPOINT
4100 INTERNATIONAL PLAZA,
STE. 240
FORT WORTH, TX 76109
(817) 554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

SHEET 3 OF 3

JOB. NO. 21-0300-7	DATE: 11/03/2022	PREPARE BY: AA	REVIEWED BY: TAG	SCALE: 1"=100'

PRELIMINARY
FOR REVIEW ONLY, THIS DOCUMENT IS
NOT TO BE RECORDED FOR ANY PURPOSE

X:\2021\21-0300-7\Survey\DWG\21-0300-7 - Ten Mile Creek - Choate Parkway Plat (2022.11.01).dwg

Attachment: Draft Ordinance (Ten Mile Creek MIA - Levy Ordinance)

APPENDIX B
BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

PID Estimate
Ten Mile Creek
City of Celina, Collin County, Texas
February 24, 2023

Division	*DIRECT PUBLIC*			*MAJOR PUBLIC*						*PRIVATE*		
	SF Ph1	*Townhomes*	*TOTAL*	*SF Ph1*	*Townhomes*	*SF Ph2*	*MF 1 (NW)*	*MF 2 (E)*	*TOTAL*	*SF Ph1*	*Townhomes*	*TOTAL*
Water	$1,251,200	$697,920	$1,949,120	$153,391	$95,869	$162,978	$273,227	$273,227	$958,692	$0	$0	$0
Wastewater	$708,840	$374,865	$1,083,705	$141,772	$88,607	$150,633	$252,531	$252,531	$886,074	$0	$0	$0
Storm Drain	$1,090,688	$661,395	$1,752,083	$292,762	$182,976	$311,059	$521,482	$521,482	$1,829,761	$0	$0	$0
Earthwork	$422,600	$127,081	$549,680	$86,228	$53,893	$91,618	$153,594	$153,594	$538,928	$568,425	$338,693	$907,118
Paving	$2,238,320	$1,118,050	$3,356,370	$388,226	$242,641	$412,490	$691,527	$691,527	$2,426,411	$0	$0	$0
Signage	$18,350	$11,200	$29,550	$6,578	$4,111	$6,989	$11,717	$11,717	$41,114	$0	$0	$0
Misc.	$114,000	$66,000	$180,000	$20,801	$13,001	$22,101	$37,052	$37,052	$130,006	$0	$0	$0
Subtotal	**$5,843,998**	**$3,056,511**	**$8,900,508**	**$1,089,758**	**$681,098**	**$1,157,867**	**$1,941,131**	**$1,941,131**	**$6,810,985**	**$568,425**	**$338,693**	**$907,118**
Planning, Survey, Platting, Eng., LA. Permitting, & Staking	$584,400	$305,651	$890,051	$108,976	$68,110	$115,787	$194,113	$194,113	$681,098	$56,843	$33,869	$90,712
Construction Management	$233,760	$122,260	$356,020	$43,590	$27,244	$46,315	$77,645	$77,645	$272,439	$22,737	$13,548	$36,285
City Fees	$204,540	$106,978	$311,518	$38,142	$23,838	$40,525	$67,940	$67,940	$238,384	$19,895	$11,854	$31,749
Miscellaneous & Contingency	$584,400	$305,651	$890,051	$108,976	$68,110	$115,787	$194,113	$194,113	$681,098	$56,843	$33,869	$90,712
TOTAL	**$7,451,097**	**$3,897,051**	**$11,348,148**	**$1,389,441**	**$868,401**	**$1,476,281**	**$2,474,942**	**$2,474,942**	**$8,684,006**	**$724,742**	**$431,834**	**$1,156,576**

	SF Ph1	*Townhomes*	*SF Ph2*	*MF 1 (NW)*	*MF 2 (E)*	*TOTAL*
DIRECT PUBLIC	$7,451,097	$3,897,051	-	-	-	$11,348,148
MAJOR PUBLIC	$1,389,441	$868,401	$1,476,281	$2,474,942	$2,474,942	$8,684,006
PRIVATE	$724,742	$431,834	-	-	-	$1,156,576
TOTAL	**$9,565,280**	**$5,197,285**	**$1,476,281**	**$2,474,942**	**$2,474,942**	**$21,188,730**

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Phase	*Units*	*Persons/Unit*	*Persons*	*% of Total*
SF Ph1	182	3.5	637	16.0%
Townhomes	114	3.5	399	10.0%
SF Ph2	194	3.5	679	17.0%
MF 1 (NW)	380	3	1140	28.5%
MF 2 (E)	380	3	1140	28.5%

PID Estimate
Ten Mile Creek
City of Celina, Collin County, Texas
February 24, 2023

A. Water Improvements - Roseland Pkwy & MI

Item No.	Description	QTY	Precision Unit	Precision Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	8" P.V.C. WATER LINE (INC. ALL FITTINGS, BLOCKING, PLUGS, AND CONNECTIONS TO EXISTING LINES)	106	LF	$80.00	$8,480.00	16.0%	$1,356.80	10.0%	$848.00	17.0%	$1,441.60	28.5%	$2,416.80	28.5%	$2,416.80
2.	12" P.V.C. WATER LINE (INC. ALL FITTINGS, BLOCKING, PLUGS, AND CONNECTIONS TO EXISTING LINES)	5,943	LF	$115.00	$683,445.00	16.0%	$109,351.20	10.0%	$68,344.50	17.0%	$116,185.65	28.5%	$194,781.83	28.5%	$194,781.83
3.	8" GATE VALVE & BOX	3	EA	$2,500.00	$7,500.00	16.0%	$1,200.00	10.0%	$750.00	17.0%	$1,275.00	28.5%	$2,137.50	28.5%	$2,137.50
4.	12" GATE VALVE & BOX	14	EA	$4,500.00	$63,000.00	16.0%	$10,080.00	10.0%	$6,300.00	17.0%	$10,710.00	28.5%	$17,955.00	28.5%	$17,955.00
5.	2" AIR RELEASE VALVE	3	EA	$1,299.00	$3,897.00	16.0%	$623.52	10.0%	$389.70	17.0%	$662.49	28.5%	$1,110.65	28.5%	$1,110.65
6.	24" STEEL ENCASEMENT	131	LF	$225.00	$29,475.00	16.0%	$4,716.00	10.0%	$2,947.50	17.0%	$5,010.75	28.5%	$8,400.38	28.5%	$8,400.38
7.	12"X12" TAPPING SLEEVE & VALVE	1	EA	$5,300.00	$5,300.00	16.0%	$848.00	10.0%	$530.00	17.0%	$901.00	28.5%	$1,510.50	28.5%	$1,510.50
8.	FIRE HYDRANT ASSEMBLY	15	EA	$7,800.00	$117,000.00	16.0%	$18,720.00	10.0%	$11,700.00	17.0%	$19,890.00	28.5%	$33,345.00	28.5%	$33,345.00
9.	CLEARING & GRUBBING OF EASEMENT AREA, TO INCLUDE ALL TREES, BRUSH, AND DEBRIS WITH OFFSITE DISPOSAL, COMPLETE, IN PLACE	6,049	LF	$3.00	$18,147.00	16.0%	$2,903.52	10.0%	$1,814.70	17.0%	$3,084.99	28.5%	$5,171.90	28.5%	$5,171.90
10.	GABION MATTRESS TRENCH CAP FOR CREEK CROSSING	90	SY	$115.00	$10,350.00	16.0%	$1,656.00	10.0%	$1,035.00	17.0%	$1,759.50	28.5%	$2,949.75	28.5%	$2,949.75
11.	TESTING & DISINFECTION	6,049	LF	$1.00	$6,049.00	16.0%	$967.84	10.0%	$604.90	17.0%	$1,028.33	28.5%	$1,723.97	28.5%	$1,723.97
12.	TRENCH SAFETY	6,049	LF	$1.00	$6,049.00	16.0%	$967.84	10.0%	$604.90	17.0%	$1,028.33	28.5%	$1,723.97	28.5%	$1,723.97
Total A. Water Improvements - Roseland Pkwy & MI					**$958,692.00**		**$153,390.72**		**$95,869.20**		**$162,977.64**		**$273,227.22**		**$273,227.22**

B. Wastewater Improvements - Roseland Pkwy & MI

Item No.	Description	QTY	Precision Unit	Precision Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	12" SDR 26 PIPE (INC. ALL FITTINGS, PLUGS, AND CONNECTIONS TO EX. LINES)	7,483	LF	$70.00	$523,810.00	16.0%	$83,809.60	10.0%	$52,381.00	17.0%	$89,047.70	28.5%	$149,285.85	28.5%	$149,285.85
2.	24" STEEL ENCASEMENT	368	LF	$225.00	$82,800.00	16.0%	$13,248.00	10.0%	$8,280.00	17.0%	$14,076.00	28.5%	$23,598.00	28.5%	$23,598.00
3.	4' DIA. WW MANHOLE	26	EA	$5,000.00	$130,000.00	16.0%	$20,800.00	10.0%	$13,000.00	17.0%	$22,100.00	28.5%	$37,050.00	28.5%	$37,050.00
4.	5' DIA. MANHOLE	7	EA	$6,000.00	$42,000.00	16.0%	$6,720.00	10.0%	$4,200.00	17.0%	$7,140.00	28.5%	$11,970.00	28.5%	$11,970.00
5.	5' DIA. DROP MANHOLE	2	EA	$6,500.00	$13,000.00	16.0%	$2,080.00	10.0%	$1,300.00	17.0%	$2,210.00	28.5%	$3,705.00	28.5%	$3,705.00
6.	5' DIA. DROP MANHOLE W/ WATERTIGHT LID	2	EA	$7,500.00	$15,000.00	16.0%	$2,400.00	10.0%	$1,500.00	17.0%	$2,550.00	28.5%	$4,275.00	28.5%	$4,275.00
7.	CLEARING & GRUBBING OF EASEMENT AREA, TO INCLUDE ALL TREES, BRUSH, AND DEBRIS WITH OFFSITE DISPOSAL, COMPLETE, IN PLACE	7,483	LF	$5.00	$37,415.00	16.0%	$5,986.40	10.0%	$3,741.50	17.0%	$6,360.55	28.5%	$10,663.28	28.5%	$10,663.28
8.	6" GABION MATTRESS TRENCH CAP FOR CREEK CROSSING	90	SY	$115.00	$10,350.00	16.0%	$1,656.00	10.0%	$1,035.00	17.0%	$1,759.50	28.5%	$2,949.75	28.5%	$2,949.75
9.	MANHOLE VACUUM TESTING	37	EA	$250.00	$9,250.00	16.0%	$1,480.00	10.0%	$925.00	17.0%	$1,572.50	28.5%	$2,636.25	28.5%	$2,636.25
10.	TESTING & TV INSPECTION	7,483	LF	$2.00	$14,966.00	16.0%	$2,394.56	10.0%	$1,496.60	17.0%	$2,544.22	28.5%	$4,265.31	28.5%	$4,265.31
11.	TRENCH SAFETY	7,483	LF	$1.00	$7,483.00	16.0%	$1,197.28	10.0%	$748.30	17.0%	$1,272.11	28.5%	$2,132.66	28.5%	$2,132.66
Total B. Wastewater Improvements - Roseland Pkwy & MI					**$886,074.00**		**$141,771.84**		**$88,607.40**		**$150,632.58**		**$252,531.09**		**$252,531.09**

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

C.1 Storm Drain Improvements - Roseland Pkwy & MI

Item No.	Description	QTY	Precision Unit	Precision Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	18" R.C.P. (INC. FITTINGS)	282	LF	$85.00	$23,970.00	16.0%	$3,835.20	10.0%	$2,397.00	17.0%	$4,074.90	28.5%	$6,831.45	28.5%	$6,831.45
2.	24" R.C.P. (INC. FITTINGS)	878	LF	$125.00	$109,750.00	16.0%	$17,560.00	10.0%	$10,975.00	17.0%	$18,657.50	28.5%	$31,278.75	28.5%	$31,278.75
3.	30" R.C.P. (INC. FITTINGS)	362	LF	$156.00	$56,472.00	16.0%	$9,035.52	10.0%	$5,647.20	17.0%	$9,600.24	28.5%	$16,094.52	28.5%	$16,094.52
4.	36" R.C.P. (INC. FITTINGS)	106	LF	$185.00	$19,610.00	16.0%	$3,137.60	10.0%	$1,961.00	17.0%	$3,333.70	28.5%	$5,588.85	28.5%	$5,588.85
5.	42" R.C.P. (INC. FITTINGS)	1,667	LF	$224.00	$373,408.00	16.0%	$59,745.28	10.0%	$37,340.80	17.0%	$63,479.36	28.5%	$106,421.28	28.5%	$106,421.28
6.	48" R.C.P. (INC. FITTINGS)	97	LF	$265.00	$25,705.00	16.0%	$4,112.80	10.0%	$2,570.50	17.0%	$4,369.85	28.5%	$7,325.93	28.5%	$7,325.93
7.	5' X 4' CONCRETE BOX CULVERT	60	LF	$450.00	$27,000.00	16.0%	$4,320.00	10.0%	$2,700.00	17.0%	$4,590.00	28.5%	$7,695.00	28.5%	$7,695.00
8.	10' RECESSED CURB INLET	2	EA	$4,500.00	$9,000.00	16.0%	$1,440.00	10.0%	$900.00	17.0%	$1,530.00	28.5%	$2,565.00	28.5%	$2,565.00
9.	15' RECESSED CURB INLET	4	EA	$6,700.00	$26,800.00	16.0%	$4,288.00	10.0%	$2,680.00	17.0%	$4,556.00	28.5%	$7,638.00	28.5%	$7,638.00
10.	5' X 5' AREA INLET W/ 2' MOW STRIP	1	EA	$6,500.00	$6,500.00	16.0%	$1,040.00	10.0%	$650.00	17.0%	$1,105.00	28.5%	$1,852.50	28.5%	$1,852.50
11.	4' STORM DRAIN MANHOLE	5	EA	$5,500.00	$27,500.00	16.0%	$4,400.00	10.0%	$2,750.00	17.0%	$4,675.00	28.5%	$7,837.50	28.5%	$7,837.50
12.	5' STORM DRAIN MANHOLE	4	EA	$6,500.00	$26,000.00	16.0%	$4,160.00	10.0%	$2,600.00	17.0%	$4,420.00	28.5%	$7,410.00	28.5%	$7,410.00
13.	LARGE DEBRIS SEPARATOR	2	EA	$7,500.00	$15,000.00	16.0%	$2,400.00	10.0%	$1,500.00	17.0%	$2,550.00	28.5%	$4,275.00	28.5%	$4,275.00
14.	24" SLOPED HEADWALL	1	EA	$2,750.00	$2,750.00	16.0%	$440.00	10.0%	$275.00	17.0%	$467.50	28.5%	$783.75	28.5%	$783.75
15.	42" SLOPED HEADWALL	1	EA	$4,500.00	$4,500.00	16.0%	$720.00	10.0%	$450.00	17.0%	$765.00	28.5%	$1,282.50	28.5%	$1,282.50
16.	5' X 4' HEADWALL W/ FLARED WINGWALLS (FW-0)	2	EA	$4,500.00	$9,000.00	16.0%	$1,440.00	10.0%	$900.00	17.0%	$1,530.00	28.5%	$2,565.00	28.5%	$2,565.00
17.	FLEX-A-MAT AT OUTFALL	352	SY	$115.00	$40,480.00	16.0%	$6,476.80	10.0%	$4,048.00	17.0%	$6,881.60	28.5%	$11,536.80	28.5%	$11,536.80
18.	TESTING & TV INSPECTION	3,452	LF	$2.00	$6,904.00	16.0%	$1,104.64	10.0%	$690.40	17.0%	$1,173.68	28.5%	$1,967.64	28.5%	$1,967.64
19.	TRENCH SAFETY	3,452	LF	$1.00	$3,452.00	16.0%	$552.32	10.0%	$345.20	17.0%	$586.84	28.5%	$983.82	28.5%	$983.82
Total C.1 Storm Drain Improvements - Roseland Pkwy & MI					**$813,801.00**		**$130,208.16**		**$81,380.10**		**$138,346.17**		**$231,933.29**		**$231,933.29**

C.2 Storm Drain Improvements - Choate Pkwy

Item No.	Description	QTY	Unit	Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	STORM DRAIN LATERALS, 18" RCP	480	LF	$85.00	$40,800.00	16.0%	$6,528.00	10.0%	$4,080.00	17.0%	$6,936.00	28.5%	$11,628.00	28.5%	$11,628.00
2.	REINFORCED CONCRETE PIPE, 36-48"	1,800	LF	$220.00	$396,000.00	16.0%	$63,360.00	10.0%	$39,600.00	17.0%	$67,320.00	28.5%	$112,860.00	28.5%	$112,860.00
3.	6'X5' BOX CULVERT	400	LF	$750.00	$300,000.00	16.0%	$48,000.00	10.0%	$30,000.00	17.0%	$51,000.00	28.5%	$85,500.00	28.5%	$85,500.00
4.	STORM DRAIN JUNCTION BOXES	9	EA	$9,000.00	$79,200.00	16.0%	$12,672.00	10.0%	$7,920.00	17.0%	$13,464.00	28.5%	$22,572.00	28.5%	$22,572.00
5.	CURB INLETS	12	EA	$6,000.00	$72,000.00	16.0%	$11,520.00	10.0%	$7,200.00	17.0%	$12,240.00	28.5%	$20,520.00	28.5%	$20,520.00
6.	CONCRETE HEADWALLS/WINGWALLS	2	EA	$20,000.00	$32,000.00	16.0%	$5,120.00	10.0%	$3,200.00	17.0%	$5,440.00	28.5%	$9,120.00	28.5%	$9,120.00
7.	RIP-RAP PROTECTION	120	SY	$85.00	$10,200.00	16.0%	$1,632.00	10.0%	$1,020.00	17.0%	$1,734.00	28.5%	$2,907.00	28.5%	$2,907.00
8.	MISC. DRIVEWAY AND PAVEMENT REPLACEMENTS	800	SY	$95.00	$76,000.00	16.0%	$12,160.00	10.0%	$7,600.00	17.0%	$12,920.00	28.5%	$21,660.00	28.5%	$21,660.00
9.	TESTING	2,440	LF	$1.50	$3,660.00	16.0%	$585.60	10.0%	$366.00	17.0%	$622.20	28.5%	$1,043.10	28.5%	$1,043.10
10.	TRENCH SAFETY	2,440	LF	$2.50	$6,100.00	16.0%	$976.00	10.0%	$610.00	17.0%	$1,037.00	28.5%	$1,738.50	28.5%	$1,738.50
Total C.2 Storm Drain Improvements - Choate Pkwy					**$1,015,960.00**		**$162,553.60**		**$101,596.00**		**$172,713.20**		**$289,548.60**		**$289,548.60**

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

D.1 Earthwork Improvements - Roseland Pkwy & MI

Item No.	Description	QTY	RK Construction Unit	RK Construction Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	Clearing and grubbing of right-of-way, to include removal of all trees, brush, and debris with offsite disposal, complete in place	11.2	AC	$1,000.00	$11,170.00	16.0%	$1,787.20	10.0%	$1,117.00	17.0%	$1,898.90	28.5%	$3,183.45	28.5%	$3,183.45
2.	Unclassified excavation of ROW as per plans and Riner Report No. 21-0725, complete in place (8,735 CY CUT | 7,200 CY FILL)	8,735	CY	$9.50	$82,982.50	16.0%	$13,277.20	10.0%	$8,298.25	17.0%	$14,107.03	28.5%	$23,650.01	28.5%	$23,650.01
3.	Over excavate and moisture condition pavement subgrade per Riner Report No. 21-0725 (5' DEPTH)	10,575	SY	$5.00	$52,875.00	16.0%	$8,460.00	10.0%	$5,287.50	17.0%	$8,988.75	28.5%	$15,069.38	28.5%	$15,069.38
Total D.1 Earthwork Improvements - Roseland Pkwy & MI					**$147,027.50**		**$23,524.40**		**$14,702.75**		**$24,994.68**		**$41,902.84**		**$41,902.84**

D.2 Earthwork Improvements - Choate Pkwy

Item No.	Description	QTY	Unit	Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	GENERAL SITE PREPARATION, INCLUDE TREE REMOVALS	37	STA	$5,450.00	$202,740.00	16.0%	$32,438.40	10.0%	$20,274.00	17.0%	$34,465.80	28.5%	$57,780.90	28.5%	$57,780.90
2.	EARTHWORK	18,000	CY	$8.00	$144,000.00	16.0%	$23,040.00	10.0%	$14,400.00	17.0%	$24,480.00	28.5%	$41,040.00	28.5%	$41,040.00
3.	SILT FENCING	8,000	LF	$1.75	$14,000.00	16.0%	$2,240.00	10.0%	$1,400.00	17.0%	$2,380.00	28.5%	$3,990.00	28.5%	$3,990.00
4.	INLET PROTECTION	8	EA	$145.00	$1,160.00	16.0%	$185.60	10.0%	$116.00	17.0%	$197.20	28.5%	$330.60	28.5%	$330.60
5.	SW3P	0.400	EST	$75,000.00	$30,000.00	16.0%	$4,800.00	10.0%	$3,000.00	17.0%	$5,100.00	28.5%	$8,550.00	28.5%	$8,550.00
Total D.2 Earthwork Improvements - Choate Pkwy					**$391,900.00**		**$62,704.00**		**$39,190.00**		**$66,623.00**		**$111,691.50**		**$111,691.50**

E.1 Paving Improvements - Roseland Pkwy & MI

Item No.	Description	QTY	Precision Unit	Precision Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	10" 4,500 PSI REINFORCED CONCRETE PVMT.	9,042	SY	$64.00	$578,688.00	16.0%	$92,590.08	10.0%	$57,868.80	17.0%	$98,376.96	28.5%	$164,926.08	28.5%	$164,926.08
2.	UNREINFORCED CONCRETE PAVEMENT TRANSITION	423	SY	$35.00	$14,805.00	16.0%	$2,368.80	10.0%	$1,480.50	17.0%	$2,516.85	28.5%	$4,219.43	28.5%	$4,219.43
3.	8" LIME STABILIZED SUBGRADE	11,294	SY	$10.00	$112,940.00	16.0%	$18,070.40	10.0%	$11,294.00	17.0%	$19,199.80	28.5%	$32,187.90	28.5%	$32,187.90
4.	LIME MATERIAL (48LB/SY MIN, 8%)	275	TON	$0.00	$0.00	16.0%	$0.00	10.0%	$0.00	17.0%	$0.00	28.5%	$0.00	28.5%	$0.00
5.	BARRIER FREE RAMPS (10' WIDE)	2	EA	$850.00	$1,700.00	16.0%	$272.00	10.0%	$170.00	17.0%	$289.00	28.5%	$484.50	28.5%	$484.50
6.	CONNECT TO EXISTING CONCRETE PAVING	135	LF	$65.00	$8,775.00	16.0%	$1,404.00	10.0%	$877.50	17.0%	$1,491.75	28.5%	$2,500.88	28.5%	$2,500.88
7.	STREET HEADER	110	LF	$65.00	$7,150.00	16.0%	$1,144.00	10.0%	$715.00	17.0%	$1,215.50	28.5%	$2,037.75	28.5%	$2,037.75
8.	PREFABRICATED BIKE LANE PAVEMENT MARKING	8	EA	$450.00	$3,600.00	16.0%	$576.00	10.0%	$360.00	17.0%	$612.00	28.5%	$1,026.00	28.5%	$1,026.00
9.	TYPE III BARRICADE	3	EA	$650.00	$1,950.00	16.0%	$312.00	10.0%	$195.00	17.0%	$331.50	28.5%	$555.75	28.5%	$555.75
10.	TRAFFIC HANDLING	1	LS	$10,000.00	$10,000.00	16.0%	$1,600.00	10.0%	$1,000.00	17.0%	$1,700.00	28.5%	$2,850.00	28.5%	$2,850.00
11.	SAWCUT, REMOVE & DISPOSE OF EXISTING CONCRETE PAVEMENT	275	LF	$200.00	$55,000.00	16.0%	$8,800.00	10.0%	$5,500.00	17.0%	$9,350.00	28.5%	$15,675.00	28.5%	$15,675.00
Total E.1 Paving Improvements - Roseland Pkwy & MI					**$794,608.00**		**$127,137.28**		**$79,460.80**		**$135,083.36**		**$226,463.28**		**$226,463.28**

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

E.2 Paving Improvements - Choate Pkwy

Item No.	Description	QTY			Total Cost	SF Ph1		Townhomes		SF Ph2		MF 1 (NW)		MF 2 (E)	
			Unit	Unit Cost	Public	Share	Total	Share	Total	Share	Total	Share	Total	Share	Total
1.	10" REINFORCED CONCRETE PAVING	12,876	SY	$85.00	$1,094,460.00	16.0%	$175,113.60	10.0%	$109,446.00	17.0%	$186,058.20	28.5%	$311,921.10	28.5%	$311,921.10
2.	TEMPORARY UNREINFORCED CONCRETE PAVEMENT	1,260	SY	$35.00	$44,100.00	16.0%	$7,056.00	10.0%	$4,410.00	17.0%	$7,497.00	28.5%	$12,568.50	28.5%	$12,568.50
3.	8" LIME TREATED SUBGRADE (INC. LIME)	14,528	SY	$10.00	$145,280.00	16.0%	$23,244.80	10.0%	$14,528.00	17.0%	$24,697.60	28.5%	$41,404.80	28.5%	$41,404.80
4.	MOISTURE CONDITIONING (6' DEPTH)	14,528	SY	$4.50	$65,376.00	16.0%	$10,460.16	10.0%	$6,537.60	17.0%	$11,113.92	28.5%	$18,632.16	28.5%	$18,632.16
5.	REMOVE EXISTING ASPHALT PAVEMENT	8,507	SY	$25.00	$212,666.67	16.0%	$34,026.67	10.0%	$21,266.67	17.0%	$36,153.33	28.5%	$60,610.00	28.5%	$60,610.00
6.	REVEGETATION	7,120	SY	$3.50	$24,920.00	16.0%	$3,987.20	10.0%	$2,492.00	17.0%	$4,236.40	28.5%	$7,102.20	28.5%	$7,102.20
7.	TEMPORARY TRAFFIC CONTROL	0.4	LS	$112,500.00	$45,000.00	16.0%	$7,200.00	10.0%	$4,500.00	17.0%	$7,650.00	28.5%	$12,825.00	28.5%	$12,825.00
Total E.2 Paving Improvements - Choate Pkwy					**$1,631,802.67**		**$261,088.43**		**$163,180.27**		**$277,406.45**		**$465,063.76**		**$465,063.76**

F.1 Signage & Striping Improvements - Roseland Pkwy & MI

Item No.	Description	QTY	Precision		Total Cost	SF Ph1		Townhomes		SF Ph2		MF 1 (NW)		MF 2 (E)	
			Unit	Unit Cost	Public	Share	Total	Share	Total	Share	Total	Share	Total	Share	Total
1.	STOP SIGN W/ 2 STREET NAME	2	EA	$850.00	$1,700.00	16.0%	$272.00	10.0%	$170.00	17.0%	$289.00	28.5%	$484.50	28.5%	$484.50
2.	4" YELLOW RETROFLECTIVE PAVEMENT MARKING	1,172	LF	$6.00	$7,032.00	16.0%	$1,125.12	10.0%	$703.20	17.0%	$1,195.44	28.5%	$2,004.12	28.5%	$2,004.12
3.	4" WHITE RETROFLECTIVE PAVEMENT MARKING	3,039	LF	$6.00	$18,234.00	16.0%	$2,917.44	10.0%	$1,823.40	17.0%	$3,099.78	28.5%	$5,196.69	28.5%	$5,196.69
4.	TRAFFIC SIGNS	9	EA	$650.00	$5,850.00	16.0%	$936.00	10.0%	$585.00	17.0%	$994.50	28.5%	$1,667.25	28.5%	$1,667.25
Total F.1 Signage & Striping Improvements - Roseland Pkwy & MI					**$32,816.00**		**$5,250.56**		**$3,281.60**		**$5,578.72**		**$9,352.56**		**$9,352.56**

F.2 Signage & Striping Improvements - Choate Pkwy

Item No.	Description	QTY	Precision		Total Cost	SF Ph1		Townhomes		SF Ph2		MF 1 (NW)		MF 2 (E)	
			Unit	Unit Cost	Public	Share	Total	Share	Total	Share	Total	Share	Total	Share	Total
1.	PAVEMENT MARKINGS	4,092	LF	$1.50	$6,138.00	16.0%	$982.08	10.0%	$613.80	17.0%	$1,043.46	28.5%	$1,749.33	28.5%	$1,749.33
2.	ALUMINUM PANEL SIGNS & BREAKAWAY POSTS	10.8	EA	$200.00	$2,160.00	16.0%	$345.60	10.0%	$216.00	17.0%	$367.20	28.5%	$615.60	28.5%	$615.60
Total F.2 Signage & Striping Improvements - Choate Pkwy					**$8,298.00**		**$1,327.68**		**$829.80**		**$1,410.66**		**$2,364.93**		**$2,364.93**

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

G. Miscellaneous - Roseland Pkwy & MI

Item No.	Description	QTY	Precision Unit	Precision Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	2-YR MAINTENANCE BOND	1	LS	$88,665.78	$88,665.78	16.0%	$14,186.52	10.0%	$8,866.58	17.0%	$15,073.18	28.5%	$25,269.75	28.5%	$25,269.75
2.	2-YR PAVING MAINTENANCE BOND	1	LS	$3,740.00	$3,740.00	16.0%	$598.40	10.0%	$374.00	17.0%	$635.80	28.5%	$1,065.90	28.5%	$1,065.90
	Total G. Miscellaneous - Roseland Pkwy & MI				**$92,405.78**		**$14,784.92**		**$9,240.58**		**$15,708.98**		**$26,335.65**		**$26,335.65**

G.2 Miscellaneous - Choate Pkwy

Item No.	Description	QTY	Unit	Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	PROJECT SIGN	0.8	EA	$2,000.00	$1,600.00	16.0%	$256.00	10.0%	$160.00	17.0%	$272.00	28.5%	$456.00	28.5%	$456.00
2.	CONSTRUCTION SURVEYING	0.4	EST	$90,000.00	$36,000.00	16.0%	$5,760.00	10.0%	$3,600.00	17.0%	$6,120.00	28.5%	$10,260.00	28.5%	$10,260.00
	Total G.2 Miscellaneous - Choate Pkwy				**$37,600.00**		**$6,016.00**		**$3,760.00**		**$6,392.00**		**$10,716.00**		**$10,716.00**

SUMMARY - MAJOR PUBLIC IMPROVEMENTS		SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
A. Water Improvements - Roseland Pkwy & MI	$958,692.00	16.0%	$153,390.72	10.0%	$95,869.20	17.0%	$162,977.64	28.5%	$273,227.22	28.5%	$273,227.22
B. Wastewater Improvements - Roseland Pkwy & MI	$886,074.00	16.0%	$141,771.84	10.0%	$88,607.40	17.0%	$150,632.58	28.5%	$252,531.09	28.5%	$252,531.09
C.1 Storm Drain Improvements - Roseland Pkwy & MI	$813,801.00	16.0%	$130,208.16	10.0%	$81,380.10	17.0%	$138,346.17	28.5%	$231,933.29	28.5%	$231,933.29
C.2 Storm Drain Improvements - Choate Pkwy	$1,015,960.00	16.0%	$162,553.60	10.0%	$101,596.00	17.0%	$172,713.20	28.5%	$289,548.60	28.5%	$289,548.60
D.1 Earthwork Improvements - Roseland Pkwy & MI	$147,027.50	16.0%	$23,524.40	10.0%	$14,702.75	17.0%	$24,994.68	28.5%	$41,902.84	28.5%	$41,902.84
D.2 Earthwork Improvements - Choate Pkwy	$391,900.00	16.0%	$62,704.00	10.0%	$39,190.00	17.0%	$66,623.00	28.5%	$111,691.50	28.5%	$111,691.50
E.1 Paving Improvements - Roseland Pkwy & MI	$794,608.00	16.0%	$127,137.28	10.0%	$79,460.80	17.0%	$135,083.36	28.5%	$226,463.28	28.5%	$226,463.28
E.2 Paving Improvements - Choate Pkwy	$1,631,802.67	16.0%	$261,088.43	10.0%	$163,180.27	17.0%	$277,406.45	28.5%	$465,063.76	28.5%	$465,063.76
F.1 Signage & Striping Improvements - Roseland Pkwy & MI	$32,816.00	16.0%	$5,250.56	10.0%	$3,281.60	17.0%	$5,578.72	28.5%	$9,352.56	28.5%	$9,352.56
F.2 Signage & Striping Improvements - Choate Pkwy	$8,298.00	16.0%	$1,327.68	10.0%	$829.80	17.0%	$1,410.66	28.5%	$2,364.93	28.5%	$2,364.93
G. Miscellaneous - Roseland Pkwy & MI	$92,405.78	16.0%	$14,784.92	10.0%	$9,240.58	17.0%	$15,708.98	28.5%	$26,335.65	28.5%	$26,335.65
G.2 Miscellaneous - Choate Pkwy	$37,600.00	16.0%	$6,016.00	10.0%	$3,760.00	17.0%	$6,392.00	28.5%	$10,716.00	28.5%	$10,716.00
SUBTOTAL	$6,810,984.95	16.0%	$1,089,757.59	10.0%	$681,098.50	17.0%	$1,157,867.44	28.5%	$1,941,130.71	28.5%	$1,941,130.71
Survey, Platting, Eng., Permitting & Staking (10.0%)	$681,098.50	16.0%	$108,975.76	10.0%	$68,109.85	17.0%	$115,786.74	28.5%	$194,113.07	28.5%	$194,113.07
Construction Management (4%)	$272,439.40	16.0%	$43,590.30	10.0%	$27,243.94	17.0%	$46,314.70	28.5%	$77,645.23	28.5%	$77,645.23
City Fees (3.5%)	$238,384.47	16.0%	$38,141.52	10.0%	$23,838.45	17.0%	$40,525.36	28.5%	$67,939.57	28.5%	$67,939.57
Contingency (10%)	$681,098.50	16.0%	$108,975.76	10.0%	$68,109.85	17.0%	$115,786.74	28.5%	$194,113.07	28.5%	$194,113.07
TOTAL MAJOR PUBLIC IMPROVEMENT COST	**$8,684,005.81**		**$1,389,440.93**		**$868,400.58**		**$1,476,280.99**		**$2,474,941.66**		**$2,474,941.66**

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

PID Estimate
Ten Mile Creek
City of Celina, Collin County, Texas
February 24, 2023

Single Family - Ph1

Water Improvements

Item No.	Description	QTY Public	QTY Private	Precision Unit	Precision Unit Cost	Total Cost Public	Total Cost Private
1.	8" P.V.C. WATER LINE (INC. ALL FITTINGS, BLOCKING, PLUGS, AND CONNECTIONS TO EXISTING LINES)	8,800	0	LF	$80.00	$704,000.00	$0.00
2.	8" GATE VALVE & BOX	34	0	EA	$2,500.00	$85,000.00	$0.00
3.	1" SINGLE WATER SERVICE	182	0	EA	$1,250.00	$227,500.00	$0.00
4.	2" DOMESTIC WATER SERVICE	1	0	EA	$1,500.00	$1,500.00	$0.00
5.	1" IRRIGATION SERVICE	8	0	EA	$1,250.00	$10,000.00	$0.00
6.	12"X8" TAPPING SLEEVE & VALVE	2	0	EA	$3,000.00	$6,000.00	$0.00
7.	2000 PSI STEEL ENCASEMENT	120	0	LF	$225.00	$27,000.00	$0.00
8.	FIRE HYDRANT ASSEMBLY	19	0	EA	$7,800.00	$148,200.00	$0.00
9.	2" POST HYDRANT W/ AUTOMATIC FLUSH VALVE	2	0	EA	$7,800.00	$15,600.00	$0.00
10.	TESTING & DISINFECTION	8,800	0	LF	$2.00	$17,600.00	$0.00
11.	TRENCH SAFETY	8,800	0	LF	$1.00	$8,800.00	$0.00
					Total Water Improvements	**$1,251,200.00**	**$0.00**

Wastewater Improvements

Item No.	Description	QTY Public	QTY Private	Precision Unit	Precision Unit Cost	Total Cost Public	Total Cost Private
1.	8" SDR 35 PIPE (0'-10' DEEP) (INC. ALL FITTINGS, PLUGS, AND CONNECTIONS TO EX. LINES)	4,600	0	LF	$40.00	$184,000.00	$0.00
2.	8" SDR 26 PIPE (>10' DEEP) (INC. ALL FITTINGS, PLUGS, AND CONNECTIONS TO EX. LINES)	1,430	0	LF	$45.00	$64,350.00	$0.00
3.	CONCRETE ENCASEMENT	200	0	LF	$225.00	$45,000.00	$0.00
4.	4' DIA. WW MANHOLE	14	0	EA	$5,500.00	$77,000.00	$0.00
5.	5' DIA. MANHOLE	10	0	EA	$6,000.00	$60,000.00	$0.00
6.	5' DIA. DROP MANHOLE	1	0	EA	$6,500.00	$6,500.00	$0.00
7.	ADDITIONAL 5' DIA MH DEPTH (> 10')	42	0	VF	$450.00	$18,900.00	$0.00
8.	4" SERVICE LINES	183	0	EA	$1,250.00	$228,750.00	$0.00
9.	MANHOLE VACUUM TESTING	25	0	EA	$250.00	$6,250.00	$0.00
10.	TESTING & TV INSPECTION	6,030	0	LF	$2.00	$12,060.00	$0.00
11.	TRENCH SAFETY	6,030	0	LF	$1.00	$6,030.00	$0.00
					Total Wastewater Improvements	**$708,840.00**	**$0.00**

Storm Drain Improvements

Item No.	Description	QTY Public	QTY Private	Precision Unit	Precision Unit Cost	Total Cost Public	Total Cost Private
1.	18" R.C.P. (INC. FITTINGS)	2,180	0	LF	$85.00	$185,300.00	$0.00
2.	24" R.C.P. (INC. FITTINGS)	2,120	0	LF	$125.00	$265,000.00	$0.00
3.	30" R.C.P. (INC. FITTINGS)	340	0	LF	$156.00	$53,040.00	$0.00
4.	36" R.C.P. (INC. FITTINGS)	1,340	0	LF	$185.00	$247,900.00	$0.00
5.	42" R.C.P. (INC. FITTINGS)	154	0	LF	$224.00	$34,496.00	$0.00
6.	10' CURB INLET	32	0	EA	$4,500.00	$144,000.00	$0.00
7.	10' CURB INLET W/ DEBRIS SEPARATOR	1	0	EA	$5,000.00	$5,000.00	$0.00
8.	4' STORM DRAIN MANHOLE	8	0	EA	$5,500.00	$44,000.00	$0.00
9.	LARGE DEBRIS SEPARATOR	3	0	EA	$5,000.00	$15,000.00	$0.00
10.	18" SLOPED HEADWALL	1	0	EA	$3,200.00	$3,200.00	$0.00
11.	24" SLOPED HEADWALL	1	0	EA	$3,750.00	$3,750.00	$0.00
12.	30" SLOPED HEADWALL	2	0	EA	$4,000.00	$8,000.00	$0.00
13.	36" SLOPED HEADWALL	2	0	EA	$4,500.00	$9,000.00	$0.00
14.	42" HEADWALL W/ PARALLEL WINGWALLS (CH-PW-O)	1	0	EA	$5,000.00	$5,000.00	$0.00
15.	FLEX-A-MAT AT OUTFALL	320	0	SY	$155.00	$49,600.00	$0.00
16.	TESTING & TV INSPECTION	6,134	0	LF	$2.00	$12,268.00	$0.00
17.	TRENCH SAFETY	6,134	0	LF	$1.00	$6,134.00	$0.00

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Total Storm Drain Improvements	**$1,090,688.00**	**$0.00**

Earthwork Improvements

Item No.	Description	QTY		RK Construction		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	Remove and dispose of existing fencing, complete in place	2,478.0	0	LF	$2.50	$6,195.00	$0.00
2.	Remove and dispose of existing concrete storm shelter by previous residence	1	0	LS	$10,000.00	$10,000.00	$0.00
3.	Clearing and grubbing site, to include the removal of any/all trees, brush, trash, and debris with offsite legal disposal, complete in place	47.4	10.9	ACRE	$1,000.00	$47,400.00	$10,900.00
4.	Unclassified excavation, to include street, residential lot, common area lot, open space, berm, swale, overcutting for retaining walls, grade-to-drain, and offsite borrow site, as per plans and Riner Report No. 21-0725, complete in place (77,600 CY CUT | 64,400 CY FILL)	63,092	14,508	CY	$3.00	$189,274.79	$43,525.21
5.	Lot benching to be completed with mass excavation, complete in place	0	183	LOT	$500.00	$0.00	$91,500.00
6.	Over excavate and moisture condition pavement subgrade per Riner Report No. 21-0725 (5' DEPTH)	33,946	0	SY	$5.00	$169,730.00	$0.00
7.	Moisture condition building pads per Riner Report No. 21-0725 (2' DEPTH)	0	183	LOT	$1,500.00	$0.00	$274,500.00
8.	6-mil (minimum) polyethylene plastic sheeting placed 8 to 12 inches below final grade and extending 5 feet beyond the designated building pad area, as per Riner Report No. 21-0725, complete in place	0	183	LOT	$600.00	$0.00	$109,800.00
9.	Final pad grading and cleanup (post paving), complete in place (+/- 0.1' tolerance)	0	183	LOT	$200.00	$0.00	$36,600.00
10.	Final grading of HOA lots (post paving), complete in place (+/- 0.2' tolerance)	0	8	AC	$200.00	$0.00	$1,600.00
					Total Earthwork Improvements	**$422,599.79**	**$568,425.21**

Paving Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	7" 4,500 PSI REINFORCED CONCRETE PVMT.	30,650	0	SY	$56.00	$1,716,400.00	$0.00
2.	8" LIME STABILIZED SUBGRADE	34,700	0	SY	$10.00	$347,000.00	$0.00
3.	LIME MATERIAL (48LB/SY MIN, 8%)	833	0	TON	$0.00	$0.00	$0.00
4.	SIDEWALK (4" THICK)	14,000	0	SF	$4.00	$56,000.00	$0.00
5.	BARRIER FREE RAMPS	37	0	EA	$1,050.00	$38,850.00	$0.00
6.	15' STAMPED AND STAINED CONCRETE CROSSWALK	160	0	LF	$210.00	$33,600.00	$0.00
7.	CONNECT TO EXISTING CONCRETE PAVING	110	0	LF	$65.00	$7,150.00	$0.00
8.	STREET HEADER	58	0	LF	$65.00	$3,770.00	$0.00
9.	TYPE III BARRICADE	2	0	EA	$650.00	$1,300.00	$0.00
10.	TRAFFIC HANDLING	1	0	LS	$5,000.00	$5,000.00	$0.00
11.	SAWCUT, REMOVE & DISPOSE OF EXISTING ASPHALT PAVEMENT	130	0	LF	$225.00	$29,250.00	$0.00
					Total Paving Improvements	**$2,238,320.00**	**$0.00**

Signage & Striping Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	STOP SIGN W/ 2 STREET NAME	17	0	EA	$850.00	$14,450.00	$0.00
2.	STOP SIGN	1	0	EA	$650.00	$650.00	$0.00
3.	2 STREET NAME SIGN	5	0	EA	$650.00	$3,250.00	$0.00

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Total Signage & Striping Improvements	**$18,350.00**	**$0.00**

Miscellaneous

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	2-YR UTILITIES MAINTENANCE BOND	1	0	LS	$69,000.00	$69,000.00	$0.00
2.	2-YR PAVING MAINTENANCE BOND	1	0	LS	$45,000.00	$45,000.00	$0.00
					Total Miscellaneous	**$114,000.00**	**$0.00**

	Public	Private
Subtotal	$5,843,997.79	$568,425.21
Survey, Platting, Eng., Permitting & Staking (10.0%)	$584,399.78	$56,842.52
Construction Management (4%)	$233,759.91	$22,737.01
City Fees (3.5%)	$204,539.92	$19,894.88
Contingency (10%)	$584,399.78	$56,842.52

Total Single Family Improvement Costs	**$7,451,097.18**	**$724,742.15**

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

PID Estimate
Ten Mile Creek
City of Celina, Collin County, Texas
February 24, 2023

Townhomes

Water Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	8" P.V.C. WATER LINE (INC. ALL FITTINGS, BLOCKING, PLUGS, AND CONNECTIONS TO EXISTING LINES)	4,540	0	114	$80.00	$363,200.00	$0.00
2.	8" GATE VALVE & BOX	31	0	EA	$2,500.00	$77,500.00	$0.00
3.	1" SINGLE WATER SERVICE	114	0	EA	$1,250.00	$142,500.00	$0.00
4.	1" IRRIGATION SERVICE	6	0	EA	$1,250.00	$7,500.00	$0.00
5.	FIRE HYDRANT ASSEMBLY	10	0	EA	$7,800.00	$78,000.00	$0.00
6.	2" POST HYDRANT W/ AUTOMATIC FLUSH VALVE	2	0	EA	$7,800.00	$15,600.00	$0.00
7.	TESTING & DISINFECTION	4,540	0	LF	$2.00	$9,080.00	$0.00
8.	TRENCH SAFETY	4,540	0	LF	$1.00	$4,540.00	$0.00
					Total Water Improvements	**$697,920.00**	**$0.00**

Wastewater Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	8" SDR 35 PIPE (0'-10' DEEP) (INC. ALL FITTINGS, PLUGS, AND CONNECTIONS TO EX. LINES)	2,265	0	LF	$40.00	$90,600.00	$0.00
2.	8" SDR 26 PIPE (>10' DEEP) (INC. ALL FITTINGS, PLUGS, AND CONNECTIONS TO EX. LINES)	215	0	LF	$55.00	$11,825.00	$0.00
3.	4' DIA. WW MANHOLE (0'-10' DEEP)	11	0	EA	$5,500.00	$60,500.00	$0.00
4.	5' DIA. WW MANHOLE (>10' DEEP)	3	0	EA	$7,500.00	$22,500.00	$0.00
5.	4" SERVICE LINES	114	0	EA	$1,250.00	$142,500.00	$0.00
6.	CONCRETE ENCASEMENT	160	0	LF	$225.00	$36,000.00	$0.00
7.	MANHOLE VACUUM TESTING	14	0	EA	$250.00	$3,500.00	$0.00
8.	TESTING & TV INSPECTION	2,480	0	LF	$2.00	$4,960.00	$0.00
9.	TRENCH SAFETY	2,480	0	LF	$1.00	$2,480.00	$0.00
					Total Wastewater Improvements	**$374,865.00**	**$0.00**

Storm Drain Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	18" R.C.P. (INC. FITTINGS AND PLUGS)	925	0	LF	$85.00	$78,625.00	$0.00
2.	24" R.C.P. (INC. FITTINGS AND PLUGS)	1,465	0	LF	$125.00	$183,125.00	$0.00
3.	36" R.C.P. (INC. FITTINGS)	500	0	LF	$185.00	$92,500.00	$0.00
4.	48" R.C.P. (INC. FITTINGS)	385	0	LF	$263.00	$101,255.00	$0.00
5.	60" R.C.P. (INC. FITTINGS)	40	0	LF	$303.00	$12,120.00	$0.00
6.	4' STORM DRAIN MANHOLE	1	0	EA	$5,500.00	$5,500.00	$0.00
7.	5' STORM DRAIN MANHOLE	1	0	EA	$6,500.00	$6,500.00	$0.00
8.	6' STORM DRAIN MANHOLE	1	0	EA	$7,000.00	$7,000.00	$0.00
9.	LARGE DEBRIS SEPARATOR	2	0	EA	$7,500.00	$15,000.00	$0.00
10.	10' CURB INLET	10	0	EA	$5,500.00	$55,000.00	$0.00
11.	10' CURB INLET W/ DEBRIS SEPARATOR	2	0	EA	$7,500.00	$15,000.00	$0.00
12.	2-GRATE TYPE G INLET W/ 2' MOW STRIP	2	0	EA	$4,000.00	$8,000.00	$0.00
13.	2-GRATE TYPE G INLET W/ 2' MOW STRIP & SMALL DEBRIS SEPARATOR	3	0	EA	$6,500.00	$19,500.00	$0.00
14.	18" SLOPED HEADWALL	1	0	EA	$3,200.00	$3,200.00	$0.00
15.	24" SLOPED HEADWALL	3	0	EA	$4,500.00	$13,500.00	$0.00
16.	60" HEADWALL W/ FLARED WINGWALLS	1	0	EA	$7,500.00	$7,500.00	$0.00
17.	3'X3' AREA INLET	1	0	EA	$4,500.00	$4,500.00	$0.00
18.	FLEX-A-MAT AT OUTFALL	105	0	SY	$225.00	$23,625.00	$0.00
19.	TESTING & TV INSPECTION	3,315	0	LF	$2.00	$6,630.00	$0.00
20.	TRENCH SAFETY	3,315	0	LF	$1.00	$3,315.00	$0.00

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Total Storm Drain Improvements	**$661,395.00**	**$0.00**

Earthwork Improvements

Item No.	Description	QTY Public	QTY Private	Unit	RK Unit Cost	Public Cost	Private Cost
1.	Remove and dispose of existing fencing, complete in place	1,957.5	0	LF	$2.50	$4,893.75	$0.00
2.	Clearing and grubbing site, to include the removal of any/all trees, brush, trash, and debris with offsite legal disposal, complete in place	9.5	4.1	ACRE	$1,000.00	$9,500.00	$4,100.00
3.	Unclassified excavation, to include street, residential lot, common area lot, open space, berm, swale, overcutting for retaining walls, grade-to-drain, and offsite borrow site, as per plans and Riner Report No. 21-0725, complete in place (16,600 CY CUT | 19,400 CY FILL)	11,596	5,004	CY	$3.00	$34,786.76	$15,013.24
4.	Lot benching to be completed with mass excavation, complete in place	0	114	LOT	$500.00	$0.00	$57,000.00
5.	Over excavate and moisture condition pavement subgrade per Riner Report No. 21-0725 (5' DEPTH)	15,580	0	SY	$5.00	$77,900.00	$0.00
6.	Moisture condition building pads per Riner Report No. 21-0725 (2' DEPTH)	0	114	LOT	$1,500.00	$0.00	$171,000.00
7.	6-mil (minimum) polyethylene plastic sheeting placed 8 to 12 inches below final grade and extending 5 feet beyond the designated building pad area, as per Riner Report No. 21-0725, complete in place	0	114	LOT	$600.00	$0.00	$68,400.00
8.	Final pad grading and cleanup (post paving), complete in place (+/- 0.1' tolerance)	0	114	LOT	$200.00	$0.00	$22,800.00
9.	Final grading of HOA lots (post paving), complete in place (+/- 0.2' tolerance)	0	2	AC	$200.00	$0.00	$380.00
					Total Earthwork Improvements	**$127,080.51**	**$338,693.24**

Paving Improvements

Item No.	Description	QTY Public	QTY Private	Precision Unit	Precision Unit Cost	Total Cost Public	Total Cost Private
1.	10" 4,500 PSI REINFORCED CONCRETE PVMT.	14,670	0	SY	$56.00	$821,520.00	$0.00
2.	8" LIME STABILIZED SUBGRADE	16,710	0	SY	$10.00	$167,100.00	$0.00
3.	LIME MATERIAL (48LB/SY MIN, 8%)	401	0	TON	$0.00	$0.00	$0.00
4.	SIDEWALK (4" THICK)	9,300	0	SF	$4.00	$37,200.00	$0.00
5.	BARRIER FREE RAMPS	24	0	EA	$850.00	$20,400.00	$0.00
6.	15' STAMPED AND STAINED CONCRETE CROSSWALK	58	0	LF	$210.00	$12,180.00	$0.00
7.	CONNECT TO EXISTING CONCRETE PAVING	185	0	LF	$65.00	$12,025.00	$0.00
8.	TRAFFIC HANDLING	1	0	LS	$6,000.00	$6,000.00	$0.00
9.	SAWCUT, REMOVE & DISPOSE OF EXISTING CONCRETE PAVEMENT	185	0	LF	$225.00	$41,625.00	$0.00
					Total Paving Improvements	**$1,118,050.00**	**$0.00**

Signage & Striping Improvements

Item No.	Description	QTY Public	QTY Private	Precision Unit	Precision Unit Cost	Total Cost Public	Total Cost Private
1.	STOP SIGN W/ 2 STREET NAME	4	0	EA	$850.00	$3,400.00	$0.00
2.	STOP SIGN	1	0	EA	$650.00	$650.00	$0.00
3.	2 STREET NAME SIGN	11	0	EA	$650.00	$7,150.00	$0.00
					Total Signage & Striping Improvements	**$11,200.00**	**$0.00**

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Miscellaneous

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	2-YR UTILITIES MAINTENANCE BOND	1	0	LS	$40,000.00	$40,000.00	$0.00
2.	2-YR PAVING MAINTENANCE BOND	1	0	LS	$26,000.00	$26,000.00	$0.00
					Total Miscellaneous	**$66,000.00**	**$0.00**

	Public	Private
Subtotal	$3,056,510.51	$338,693.24
Survey, Platting, Eng., Permitting & Staking (10.0%)	$305,651.05	$33,869.32
Construction Management (4%)	$122,260.42	$13,547.73
City Fees (3.5%)	$106,977.87	$11,854.26
Contingency (10%)	$305,651.05	$33,869.32

Total Townhomes Improvement Costs	**$3,897,050.91**	**$431,833.88**

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APPENDIX C
LEGAL DESCRIPTIONS

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

LANDPOINT

LEGAL DESRIPTION: Metes and Bounds: Ten Mile Creek PID

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND COMPRISED OF FOUR TRACTS OF LAND OUT OF THE LEVIN ROUTH SURVEY, ABSTRACT NO. 779, COLLIN COUNTY, TEXAS, TRACT ONE BEING ALL OF THAT CERTAIN CALLED 22.29 ACRE TRACT OF LAND DESCRIBED BY DEED TO CELINA OUTER LOOP OWNER MF SOUTH LLC, RECORDED IN INSTRUMENT NO. 20211118002365750, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), TRACT TWO BEING ALL OF THAT CERTAIN CALLED 13.49 ACRE TRACT OF LAND DESCRIBED BY DEED TO CCD – TEN MILE CREEK, LLC, RECORDED IN INSTRUMENT NO. 20211117002353380, O.P.R.C.C.T., TRACT THREE BEING A PORTION OF THAT CERTAIN CALLED 134.67 ACRE TRACT OF LAND DESCRIBED BY DEED TO CCD – TEN MILE CREEK, LLC, RECORDED IN INSTRUMENT NO. 20211117002353400, O.P.R.C.C.T., AND TRACT FOUR BEING ALL OF THAT CERTAIN CALLED 20.03 ACRE TRACT OF LAND DESCRIBED BY DEED TO CCD – COIT LAND, LLC, RECORDED IN INSTRUMENT NO. 20211117002353390, O.P.R.C.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with cap found at an angle point in the northerly line of said 22.29 acre tract of land and being the Northwest corner of that certain called 7.92 acre tract of land described as Tract 1 by deed to Prime Outer Loop LP, recorded in Instrument No. 20211119002368200, O.P.R.C.C.T., and being in the southerly right-of-way line of Collin County Outer Loop, as described by deed to Collin County, recorded in Instrument No. 20191003001242980, O.P.R.C.C.T.;

THENCE South 17°13’39” East, a distance of 291.72 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found for the beginning of a curve to the left;

THENCE with said curve to the left, an arc length of 31.47 feet**,** having a radius of 20.00 feet, a central angle of 90°08’41”, and a long chord that bears South 62°17’50” East, a distance of 28.32 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found at the beginning of a curve to the left;

THENCE with said curve to the left, an arc length of 467.91 feet**,** having a radius of 467.91 feet, a central angle of 04°53’44”, and a long chord that bears North 70°11’07” East, a distance of 467.77 feet to a point for corner;

THENCE North 67°55’10” East, a distance of 610.11 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found;

THENCE North 02°32’36” West, a distance of 25.56 feet a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found for the beginning of a curve to the left;

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THENCE with said curve to the left, an arc length of 163.36 feet**,** having a radius of 475.00 feet, a central angle of 19°42’16”, and a long chord that bears North 12°23’26” West, a distance of 162.55 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found;

THENCE North 22°14’34” West, a distance of 124.55 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found at the Northeast corner of said 7.92 acre tract of land and being in the southerly right-of-way line of said Collin County Outer Loop;

THENCE North 67°45’26” East, a distance of 50.00 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found at the Northwest corner of that certain called 7.91 acre tract of land described by deed to Pioneer Investments Celina LLC, recorded in Instrument No. 20211119002368190, O.P.R.C.C.T.;

THENCE South 22°14’34” East, a distance of 124.55 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found for the beginning of a curve to the right;

THENCE with said curve to the right, an arc length of 167.67 feet**,** having a radius of 525.00 feet, a central angle of 18°17’55”, and a long chord that bears South 12°23’26” East, a distance of 166.96 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found;

THENCE North 86°22’27” East, a distance of 57.32 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found for the beginning of a curve to the left;

THENCE with said curve to the left, an arc length of 40.27 feet**,** having a radius of 125.00 feet, a central angle of 18°27’30”, and a long chord that bears North 77°08’42” East, a distance of 40.10 feet to a a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found;

THENCE North 67°55’02” East, a distance of 234.90 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found for the beginning of a curve to the right;

THENCE with said curve to the right, an arc length of 768.03 feet**,** having a radius of 3,234.98 feet, a central angle of 13°36’10”, and a long chord that bears North 72°08’08” East, a distance of 766.23 feet to a a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found;

THENCE North 10°44’50” West, a distance of 310.82 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found at the Northeast corner of said 7.91 acre tract of land and being in the southerly right-of-way line of said Collin County Outer Loop, and being the beginning of a curve to the right;

THENCE with said curve to the right, an arc length of 50.00 feet**,** having a radius of 3,544.50 feet, a central angle of 00°48’30”, and a long chord that bears North 79°20’13” East, a distance of 50.00 feet to a 1/2-inch iron rod with plastic cap stamped “CBG

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SURVEYING" found at the Northwest corner of that certain called 10.90 acre tract of land described as Tract 2 by said deed to Prime Outer Loop LP, recorded in Instrument No. 20211119002368200, O.P.R.C.C.T.;

THENCE South 10°44'50" East, a distance of 310.75 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 80°26'36" East, a distance of 70.58 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found for the beginning of a curve to the right;

THENCE with said curve to the right, an arc length of 131.30 feet**,** having a radius of 50.00 feet, a central angle of 150°27'31", and a long chord that bears South 53°04'33" East, a distance of 96.70 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 78°59'19" East, a distance of 89.33 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE South 10°57'57" East, a distance of 149.47 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 78°18'50" East, a distance of 139.06 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 45°10'30" East, a distance of 16.21 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 12°28'41" East, a distance of 133.00 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 21°34'05" East, a distance of 207.75 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 56°08'30" East, a distance of 28.38 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE South 89°16'29" East, a distance of 230.43 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE South 75°57'52" East, a distance of 91.11 feet to a point for corner;

THENCE South 35°03'53" East, a distance of 52.50 feet to a point for corner;

THENCE South 01°33'01" West, a distance of 91.49 feet to a point for corner;

THENCE South 02°48'59" East, a distance of 297.08 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found for the beginning of a curve to the right;

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THENCE with said curve to the right, an arc length of 112.99 feet, having a radius of 525.00 feet, a central angle of 12°19'52", and a long chord that bears North 75°44'58" East, a distance of 112.77 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found for a point of reverse curve;

THENCE with said reverse curve to the left**,** an arc length of 45.37 feet, having a radius of 150.00 feet, a central angle of 17°19'48", and a long chord that bears North 73°15'00" East, a distance of 45.20 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 64°35'06" East, a distance of 39.01 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found for the beginning of a curve to the right;

THENCE with said curve to the right, an arc length of 36.94 feet, having a radius of 150.00 feet, a central angle of 14°06'36", and a long chord that bears North 71°38'30" East, a distance of 36.85 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 78°41'20" East, a distance of 134.18 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found for the beginning of a curve to the right;

THENCE with said curve to the right, an arc length of 160.58 feet, having a radius of 1,000.44 feet, a central angle of 09°11'33", and a long chord that bears North 05°09'58" West, a distance of 160.34 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 00°33'29" West, a distance of 60.67 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 01°22'09" East, a distance of 150.02 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 00°33'13" West, a distance of 153.19 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found at the Northeast corner of said 10.90 acre tract of land and being in the southerly right-of-way line of said Collin County Outer Loop, and being the beginning of a curve to the left;

THENCE with said curve to the left, an arc length of 142.65 feet, having a radius of 14,335.50 feet, a central angle of 00°34'13", and a long chord that bears South 89°18'53" East, a distance of 142.65 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found at the Northwest corner of that certain called 15.00 acre tract of land described by deed to Celina Outerloop LP, recorded in Instrument No. 20211119002368170, O.P.R.C.C.T.;

THENCE South 45°01'58" West, a distance of 59.67 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

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THENCE South 00°32’28” East, a distance of 109.92 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found;

THENCE South 01°19’36” West, a distance of 150.04 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found;

THENCE South 00°30’21” East, a distance of 59.03 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found for the beginning of a curve to the left;

THENCE with said curve to the left, an arc length of 311.04 feet, having a radius of 898.80 feet, a central angle of 19°49’40”, and a long chord that bears South 10°27’03” East, a distance of 309.49 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found at the Southwest corner of said 15.00 acre tract of land and the Northwest corner of said 20.03 acre tract of land;

THENCE North 72°47’41” East, a distance of 340.63 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found;

THENCE North 89°27’05” East, a distance of 806.32 feet to a point for corner for the Southeast corner of said 15.00 acre tract of land and the Northeast corner of said 20.03 acre tract of land;

THENCE South 00°33’25” East, a distance of 1,198.10 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found for the Southeast corner of said 20.03 acre tract of land, and being the Northwest corner of that certain called 4.25 acre tract of land described as Tract 2 by said deed to Celina Outerloop LP, recorded in Instrument No. 20211119002368170, O.P.R.C.C.T.;

THENCE South 89°40’04” West, a distance of 338.04 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found for the Southwest corner of said 20.03 acre tract of land and the Northwest corner of said 4.25 acre tract of land, and being the beginning of a curve to the right;

THENCE with said curve to the right, an arc length of 226.89 feet, having a radius of 1,003.05 feet, a central angle of 12°57’38”, and a long chord that bears South 06°49’03” East, a distance of 226.41 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found;

THENCE South 00°18’49” East, a distance of 320.00 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found;

THENCE South 55°27’44” East, a distance of 50.31 feet to a point for corner; **THENCE**

South 89°45’21” West, a distance of 350.00 feet to a point for corner; **THENCE** South

85°56’30” West, a distance of 150.33 feet to a point for corner; **THENCE** South

89°45’21” West, a distance of 3,110.70 feet to a point for corner;

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THENCE North 00°18’15” West, a distance of 602.71 feet to a point for corner;

THENCE South 89°21’33” West, a distance of 636.30 feet to an iron rod found;

THENCE South 89°45’07” West, a distance of 637.36 feet to an iron rod found at the Southwest corner of said 22.29 acre tract of land;

THENCE North 12°18’08” West, a distance of 92.39 feet to a point for corner; **THENCE** North 16°58’07” West, a distance of 100.00 feet to a point for corner; **THENCE** North 25°35’07” West, a distance of 147.00 feet to a point for corner; **THENCE** North 03°35’07” West, a distance of 60.00 feet to a point for corner; **THENCE** North 47°00’53” East, a distance of 189.59 feet to a point for corner; **THENCE** North 00°25’07” West, a distance of 181.94 feet to an iron rod found;

THENCE North 00°18’12” West, a distance of 137.76 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found at the Northwest corner of said 22.29 acre tract of land and being in the southerly right-of-way line of said Collin County Outer Loop, and being the beginning of a curve to the left;

THENCE with said curve to the left, an arc length of 349.51 feet, having a radius of 5,220.50 feet, a central angle of 03°50’09”, and a long chord that bears North 75°03’51” East, a distance of 349.45 feet to the **POINT OF BEGINNING** and containing 184.74 acres of land, more or less.

The herein referenced tract is referenced to State Plane Coordinates, Texas North Central Zone, 4202.

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LANDPOINT

LEGAL DESCRIPTION: Major Improvement Area West (MIA Part 1 of 2)

Being a 81.579 acre tract or parcel of land situated in C. Watson Survey, Abstract No. 945 and the Levin Routh Survey, Abstract No. 779, Collin County, Texas, being a part of a called 22.29 acre tract of land, described as Celina Outer Loop, conveyed to MF South LLC, recorded in Instrument No. 20211118002365750, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), being a part of a called 13.49 acre tract of land described in the deed to CCD - TEN MILE CREEK, LLC, recorded in Instrument No. 20211117002353380, Official Public Records of Collin County, Texas, also being a part of a called 134.67 acre tract of land described in the deed to CCD - TEN MILE CREEK, LLC, recorded in Instrument No. 20211117002353400, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds and follows:

BEGINNING at a 5/8-inch iron rod with red cap stamped "Landpoint" found in a West line of said 134.67 acre tract, same being the common East line of a called 4.043 acre tract of land, conveyed to ETS Celina LLC, Instrument No. 20210506000918620, O.P.R.C.C.T.;

THENCE North 00° 18' 15" West, with said common line, a distance of 602.71 feet to a point for corner, same being the Northeast corner of said 4.043 acre tract;

THENCE South 89° 21' 33" West, a distance of 636.30 feet to a 1/2-inch capped iron rod found for an angle point, same being the Northwest corner of said 4.043 acre tract, and the Northeast corner of a called 6.00 acre tract of land, conveyed to Manus & Suwanna Chairprasert, recorded in Instrument No. 20080606000688720, O.P.R.C.C.T.;

THENCE South 89° 45' 07" West, a distance of 637.36 feet to a 1/2-inch iron rod found for corner, same being in the West line of said 22.29 acre tract, same being the North east interior ell corner of a called 9.00 acre tract of land, conveyed to Bellevue Partners, LTD, recorded in Instrument No. 20200228000283500;

THENCE North 12° 18' 08" West, passing a 1/2-inch iron rod found at the most Northerly Northeast corner of said 9.00 acre tract, same being an Easterly Southeast corner of a called 43.916 acre tract of land, conveyed to Bellevue Partners, LTD, recorded in Instrument No. 20191024001339900, O.P.R.C.C.T., for a total distance of 92.39 feet to a point for corner;

THENCE with continuing with the West line of said 22.29 acre tract of land, the following Five (5) courses and distances:

1. North 16° 58' 07" West, a distance of 100.00 feet to a point for corner;

2. North 25° 35' 07" West, a distance of 147.00 feet to a point for corner;

3. North 03° 35' 07" West, a distance of 60.00 feet to a point for corner;

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4. North 47° 00' 53" East, a distance of 189.59 feet to a point for corner;

5. North 00° 25' 07" West, a distance of 181.94 feet to 1/2-inch iron rod found for an angle point in said common line, same being a Southeast corner of a called 54.937 acre tract of land, described as Collin County Outer Loop (Variable Width Right-of-way), conveyed to Collin County, recorded in Instrument No. 20191003001242980, O.P.R.C.C.T.;

THENCE North 00° 18' 12" West, a distance of 137.76 feet to a 1/2-inch capped iron rod stamped "CBG SURVEYING" found at the Northwest corner of said 22.29 acre tract, same being in a south right-of-way line of said Collin County Outer Loop (Variable Width Right-of-way), and the beginning of a non-tangential curve to the left;

Along said curve to the left, with an arc length of 349.51 feet, a central angle of 03° 50' 09", a radius of 5220.50 feet and a chord that bears North 75° 03' 51" East, a distance of 349.45 feet to a 1/2-inch capped iron rod found at the end of said curve, same being in the South right-of-way line of said Collin County Outer Loop (Variable Width Right-of-way), same being the Northeast corner of said 22.29 acre tract and the Northwest corner of a called 7.92 acre tract, described as Tract 1, conveyed to Prime Outer Loop LP, recorded in Instrument No. 20211119002368200, O.P.R.C.C.T.;

THENCE South 17° 13' 39" East, with the common line of said 22.29 acre tract and said 7.92 acre tract, a distance of 291.72 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found in said common line, at the beginning of a curve to the left;

Along said curve to the left, with an arc length of 31.46 feet, a central angle of 90° 08' 22", a radius of 20.00 feet and a chord that bears South 62° 17' 50" East, a distance of 28.32 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found in said common line, at the beginning of a non-tangential curve left;

Along said curve to the left, with an arc length of 467.91 feet, a central angle of 04° 53' 44", a radius of 5476.38 feet and a chord that bears North 70° 11' 07" East, a distance of 467.77 feet to an angle point at the end of said curve;

THENCE North 67° 55' 10" East, a distance of 610.11 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found for corner, same being the Northeast corner of said 22.29 acre tract, same being in the West line of said 13.49 acre tract;

THENCE South 02° 32' 18" East, a distance of 165.85 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found for an angle point;

THENCE South 02° 34' 26" East, a distance of 31.14 feet to a 5/8-inch iron rod with red cap stamped "Landpoint" found for corner, at the beginning of a non-tangential curve to the left;

Along said curve to the left, with an arc length of 138.38 feet, a central angle of 170° 49' 48", a radius of 46.41 feet and a chord that bears South 49° 36' 50" East, a distance of 92.53 feet to a 5/8-inch iron rod with red cap stamped "Landpoint" found (hereinafter referred to as a capped iron rod) for corner at the end of said curve;

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THENCE over and across said 134.67 acre tract of land the following Twenty-One (21) courses and distances:

1. South 84° 07' 50" East, a distance of 159.70 feet to a 1/2-inch iron rod with Yellow cap stamped "CBG" found (hereinafter referred to as "CBG" iron rod) for corner;

2. South 89° 12' 10" East, a distance of 26.27 feet to a "CBG" iron rod found for corner;

3. South 71° 20' 44" East, a distance of 264.53 feet to "CBG" iron rod found for corner;

4. North 70° 04' 44" East, a distance of 29.23 feet to "CBG" iron rod found for corner;

5. North 05° 40' 26" West, a distance of 94.40 feet to "CBG" iron rod found for corner;

6. North 87° 02' 11" East, a distance of 92.74 feet to "CBG" iron rod found for corner;

7. North 33° 47' 43" East, a distance of 81.08 feet to "CBG" iron rod found for corner;

8. South 17° 38' 29" East, a distance of 198.01 feet to a capped iron rod found for corner;

9. South 03° 28' 53" East, a distance of 130.00 feet to a capped iron rod found for corner;

10. South 23° 28' 53" East, a distance of 120.00 feet to a capped iron rod found for corner at the beginning of a non-tangential curve to the left;

11. Along said curve to the left, with an arc length of 32.01 feet, a central angle of 03° 51' 38", a radius of 475.00 feet and a chord that bears North 64° 35' 18" East, a distance of 32.00 feet to a capped iron rod found for corner at the beginning of a non-tangential curve to the right;

12. Along said curve to the right, with an arc length of 113.68 feet, a central angle of 130° 15' 53", a radius of 50.00 feet and a chord that bears South 80° 18' 23" East, a distance of 90.73 feet to a capped iron rod found for corner at the end of said curve;

13. North 57° 54' 30" East, a distance of 127.48 feet to a capped iron rod found for corner at the beginning of a non-tangential curve to the left;

14. Along said curve to the left, with an arc length of 305.58 feet, a central angle of 29° 10' 52", a radius of 600.00 feet and a chord that bears South 62° 02' 40" East, a distance of 302.29 feet to a capped iron rod found for corner;

15. South 76° 38' 06" East, a distance of 15.06 feet to a passing a capped iron rod found, for a total distance of 436.04 feet at the beginning of a curve to the left;

16. Along said curve to the right, with an arc length of 799.96 feet, a central angle of 76° 23' 27", a radius of 600.00 feet and a chord that bears South 38° 26' 22" East, a distance of 742.01 feet to a capped iron rod found for corner;

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17. South 00° 14' 39" East, a distance of 18.27 feet to a capped iron rod found for corner;

18. North 89° 45' 21" East, a distance of 102.50 feet to a capped iron rod found for corner;

19. South 00° 14' 39" East, a distance of 185.00 feet to a capped iron rod found for corner;

20. South 44° 45' 21" West, a distance of 35.36 feet to a capped iron rod found for corner;

21. South 89° 45' 21" West, a distance of 2442.20 feet to the **POINT OF BEGINNING** and containing (81.579 acres - 3,553,564 sq. ft.) of land, more or less.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

LANDPOINT

LEGAL DESCRIPTION: Major Improvement Area East (MIA Part 2 of 2)

Being a 26.193 acre tract or parcel of land situated in C. Watson Survey, Abstract No. 945, Collin County, Texas, being all of a called 20.03 acre tract of land, conveyed to CCD-COIT Land LLC, recorded in Instrument No. 20211117002353390, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), being a part of Future Roseland Parkway (100-Foot Wide Public Right-of-way), and being more particularly described by metes and bounds and follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found in the Northeast corner of a called 10.90 acre tract of land, described as Tract 2, conveyed to Prime Outer Loop LP, recorded in Instrument No. 20211119002368200, O.P.R.C.C.T., same being in the South right-of-way line of a called 54.937 acre tract of land, described as Collin County Outer Loop (Variable Width Right-of-way), conveyed to Collin County, recorded in Instrument No. 20191003001242980, O.P.R.C.C.T., at the beginning of a curve to the right;

Along said curve to the right, with an arc length of 143.01 feet, a central angle of 00° 13' 32", a radius of 36304.85 feet and a chord that bears South 89° 25' 28" East, a distance of 143.01 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found at the end of said curve, same being the Northwest corner of a called 15.00 acre tract, described as Tract 1, conveyed to Celina OuterLoop LP, recorded in Instrument No. 20211119002368170, O.P.R.C.C.T.;

THENCE with the West line of said 15.00 acre tract of land, the following Five (5) courses and distances:

1. South 45° 01' 58" West, a distance of 60.05 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found for corner;

2. South 00° 33' 13" East, a distance of 110.02 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found for corner;

3. South 01° 20' 13" West, a distance of 149.95 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found for corner;

4. South 00° 30' 08" East, a distance of 59.16 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found at the beginning of a non-tangential curve to the left;

5. Along said curve to the left, with an arc length of 310.90 feet, a central angle of 19° 47' 34", a radius of 900.00 feet and a chord that bears South 10° 27' 00" East, a distance of 309.36 feet to 1/2-inch iron rod with cap stamped "CBG SURVEYING" found at the end of said curve, same being the Southwest corner of said 15.00 acre tract and the Northwest corner of said 20.03 acre tract of land;

THENCE North 72° 47' 41" East, a distance of 340.66 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found for corner;

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THENCE North 89° 27' 05" East, a distance of 806.32 feet to a point for corner, same being the Southeast corner of said 15.00 acre tract and the Northeast corner of said 20.03 acre tract of land, same being in the West line of a called 40.279 acre tract of land, conveyed to G&N Estates, LLC, recorded in Instrument No. 20070315000355600, O.P.R.C.C.T.;

THENCE South 00° 33' 25" East, with the East line of said 20.03 acre tract and the West line of said 40.279 acre tract, a distance of 1198.10 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found for corner, same being the Southeast corner of said 20.03 acre tract and the Northeast corner of a called 4.25 acre tract, described as Tract 2, conveyed to Celina OuterLoop LP, recorded in Instrument No. 20211119002368170, O.P.R.C.C.T.;

THENCE South 89° 40' 04" West, a distance of 338.04 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found for corner, same being the Southwest corner of said 20.03 acre tract and the Northwest corner of said 4.25 acre tract at the beginning of a non-tangential curve to the right;

THENCE with the West line of said 4.25 acre tract of land, the following Three (3) courses and distances:

1. Along said curve to the right, with an arc length of 226.89 feet, a central angle of 12° 57' 38", a radius of 1003.05 feet and a chord that bears South 06° 49' 03" East, a distance of 226.41 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found at an angle point at the end of said curve;

2. South 00° 18' 49" East, a distance of 320.00 feet to a point for corner;

3. South 45° 18' 49" East, a distance of 40.64 feet to a point for corner;

THENCE South 89° 45' 21" West, a distance of 177.45 feet to a 5/8-inch iron rod with red cap stamped "Landpoint" found (hereinafter referred to as a capped iron rod) for corner, same being the Southeast corner of a called 134.67 acre tract of land, conveyed to CCD-TEN Mile Creek, LLC, recorded in Instrument No. 20211117002353400, O.P.R.C.C.T.;

THENCE with the East line of said 134.67 acre tract of land, the following Seven (7) courses and distances:

1. North 44° 45' 21" East, a distance of 56.57 feet to a capped iron rod found for corner;

2. North 00° 14' 39" West, a distance of 110.00 feet to a capped iron rod found for corner;

3. North 01° 39' 54" East, a distance of 150.08 feet to a capped iron rod for found corner;

4. North 00° 14' 39" West, a distance of 50.01 feet to a capped iron rod found at the beginning of a curve to the left;

5. Along said curve to the left, with an arc length of 771.99 feet, a central angle of 49° 08' 47", a radius of 900.00 feet and a chord that bears North 24° 49' 03" West, a distance of 748.54 feet to a capped iron rod found;

6. North 49° 23' 26" West, a distance of 294.15 feet to a capped iron rod found at the beginning of a curve to the right;

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7. Along said curve to the right, with an arc length of 677.82 feet, a central angle of 38° 50' 20", a radius of 999.93 feet and a chord that bears North 29° 58' 22" West, a distance of 664.91 feet to a capped iron rod found at the beginning of a non-tangential curve to the right, from which a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found at the Northeast corner of said 134.67 acre tract and the Southeast corner of said 10.90 acre tract bears North 04° 25' 01" West, a distance of 12.21;

Along said curve to the right, with an arc length of 44.80 feet, a central angle of 02° 32' 29", a radius of 1010.00 feet and a chord that bears North 11° 39' 21" West, a distance of 44.80 feet to an angle point in the east line of said 10.90 acre tract at the beginning of a non-tangential curve to the right;

THENCE with the East line of said 10.90 acre tract of land, the following Four (4) courses and distances:

1. Along said curve to the right, with an arc length of 128.35 feet, a central angle of 08° 21' 12", a radius of 880.36 feet and a chord that bears North 02° 49' 17" West, a distance of 128.23 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found at the end of said curve;

2. North 00° 33' 29" West, a distance of 60.67 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found for corner;

3. North 01° 21' 11" East, a distance of 150.05 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found for corner;

4. North 00° 34' 14" West, a distance of 153.16 feet to the **POINT OF BEGINNING** and containing (26.193 acres - 1,140,965 sq. ft.) of land, more or less.

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LANDPOINT

LEGAL DESCRIPTION: Improvement Area #1

Being a 77.063 acre tract or parcel of land situated in C. Watson Survey, Abstract No. 945 and the Levin Routh Survey, Abstract No. 779, Collin County, Texas, being a part of a called 13.49 acre tract of land described in the deed to CCD - TEN MILE CREEK, LLC, recorded in Instrument No. 20211117002353380, Official Public Records of Collin County, Texas, also being a part of a called 134.67 acre tract of land described in the deed to CCD - TEN MILE CREEK, LLC, recorded in Instrument No. 20211117002353400, Official Public Records of Collin County, Texas, also being a part of a called 7.91 acre tract of land described in the deed to PIONEER INVESTMENTS CELINA LLC, recorded in Instrument No. 20211119002368190, Official Public Records of Collin County, Texas, also being a part of a called 10.90 acre tract of land described as Tract 2, and a called 7.92 acre tract of land, described as Tract 1, in the deed to PRIME OUTER LOOP LP, recorded in Instrument No. 20211119002368200, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds and follows:

BEGINNING at a point in the North line of said 7.91 acre tract, from which a 5/8-inch Iron rod found in the North line of said 7.91 acre tract acre tract, same being the South Right-of-Way line of Collin County Outer Loop (Variable width Public Right-of-way), being a called 54.937 acre tract, recorded in Instrument No. 20191003001242980, Official Public Records of Collin County, bears North 67° 57' 29" East, a distance of 442.82 feet;

THENCE South 22° 50' 49" West, a distance of 14.12 feet to a point for corner;

THENCE South 22° 14' 42" East, a distance of 114.21 feet to a 1/2" Iron rod with yellow cap stamped "CBG Surveying" found (hereinafter referred to as a capped iron rod) for the beginning of a curve to the right;

Along said curve to the right, with an arc length of 157.03 feet, a central angle of 17° 08' 13", a radius of 525.00 feet and a chord that bears South 13° 40' 35" East, a distance of 156.44 feet to a point at the end of said curve;

THENCE South 48° 33' 01" East, a distance of 14.39 feet to a point for corner;

THENCE North 87° 27' 42" East, a distance of 16.92 feet to the beginning of a curve to the left;

Along said curve to the left, with an arc length of 76.64 feet, a central angle of 19° 31' 02", a radius of 225.00 feet and a chord that bears North 77° 42' 11" East, a distance of 76.27 feet to a point at the end of said curve;

THENCE North 67° 56' 01" East, a distance of 378.76 feet to the beginning of a non-tangential curve to the right;

Along said curve to the right, with an arc length of 607.02 feet, a central angle of 10° 45' 09", a radius of 3234.52 feet and a chord that bears North 73° 22' 49" East, a distance of 606.13 feet to a point at the end of said curve;

THENCE North 32° 27' 09" East, a distance of 14.62 feet to a point for corner;

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THENCE North 10° 42' 12" West, a distance of 290.24 feet to a point for corner;

THENCE North 55° 45' 29" West, a distance of 14.05 feet to the beginning of a non-tangential curve to the right;

Along said curve to the right, with an arc length of 70.06 feet, a central angle of 01° 08' 24", a radius of 3521.44 feet and a chord that bears North 79° 20' 18" East, a distance of 70.06 feet to a point at the end of said curve;

THENCE South 34° 37' 20" West, a distance of 14.09 feet to a point for corner;

THENCE South 10° 43' 39" East, a distance of 290.22 feet to a point for corner;

THENCE South 54° 46' 27" East, a distance of 14.05 feet to the beginning of a non-tangential curve to the right;

Along said curve to the right, with an arc length of 61.93 feet, a central angle of 01° 05' 01", a radius of 3274.30 feet and a chord that bears North 80° 29' 04" East, a distance of 61.93 feet to the beginning of a non-tangential curve to the right;

Along said curve to the right, with an arc length of 130.05 feet, a central angle of 149° 01' 50", a radius of 50.00 feet and a chord that bears South 52° 21' 42" East, a distance of 96.37 feet to a capped iron rod found at the end of said curve;

THENCE North 78° 59' 19" East, a distance of 89.33 feet to a point for corner;

THENCE South 11° 00' 41" East, a distance of 149.47 feet to a point for corner, same being the most Southerly Southwest corner of said 10.90 acre tract, and a Northerly corner of said 134.67 acre tract;

THENCE with the common line of said 134.67 acre tract of land and said 10.90 acre tract, the following Ten (10) courses and distances:

1. North 78° 20' 33" East, a distance of 138.86 feet to a point for corner;

2. North 45° 22' 22" East, a distance of 16.30 feet to a point for corner;

3. North 12° 27' 20" East, a distance of 133.05 feet to a point for corner;

4. North 21° 34' 05" East, a distance of 207.75 feet to a point for corner;

5. North 56° 08' 30" East, a distance of 28.38 feet to a point for corner;

6. South 89° 16' 29" East, a distance of 230.43 feet to a point for corner;

7. South 75° 57' 52" East, a distance of 91.11 feet to a point for corner;

8. South 35° 03' 53" East, a distance of 52.50 feet to a point for corner;

9. South 01° 33' 01" West, a distance of 91.49 feet to a point for corner;

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10.South 02° 48' 59" East, a distance of 292.23 feet to the beginning of a non-tangential curve to the right, from which a 1/2-inch iron rod with yellow cap stamped "CBG" found for a corner of said 10.90 acre tract bears South 01° 28' 56" East, a distance of 4.89 feet;

THENCE severing said 134.67 acre tract of land, the following Thirty-One (31) courses and distances:

1. Along said curve to the right, with an arc length of 78.98 feet, a central angle of 08° 37' 12", a radius of 525.00 feet and a chord that bears North 73° 50' 04" East, a distance of 78.91 feet;

2. North 78° 08' 40" East, a distance of 57.57 feet to the beginning of a curve to the left;

3. Along said curve to the left, with an arc length of 34.24 feet, a central angle of 14° 06' 42", a radius of 139.00 feet and a chord that bears North 71° 05' 19" East, a distance of 34.15 feet;

4. North 64° 01' 58" East, a distance of 34.64 feet to the beginning of a curve to the right;

5. Along said curve to the right, with an arc length of 39.65 feet, a central angle of 14° 06' 42", a radius of 161.00 feet and a chord that bears North 71° 05' 19" East, a distance of 39.55 feet;

6. North 78° 08' 40" East, a distance of 95.86 feet to a point for corner;

7. North 33° 31' 30" East, a distance of 35.59 feet to the beginning of a non-tangential curve to the right;

8. Along said curve to the left, with an arc length of 44.80 feet, a central angle of 02° 32' 29", a radius of 1010.00 feet and a chord that bears South 11° 39' 21" East, a distance of 44.80 feet to the beginning of a non-tangential curve to the left;

9. Along said curve to the left, with an arc length of 677.82 feet, a central angle of 38° 50' 09", a radius of 1000.00 feet and a chord that bears South 29° 58' 22" East, a distance of 664.91 feet;

10. South 49° 23' 26" East, a distance of 294.14 feet to the beginning of a curve to the right;

11. Along said curve to the right, with an arc length of 771.99 feet, a central angle of 49° 08' 48", a radius of 900.00 feet and a chord that bears South 24° 49' 03" East, a distance of 748.54 feet;

12. South 00° 14' 39" East, a distance of 50.00 feet to a point for corner;

13. South 01° 39' 54" West, a distance of 150.08 feet to a point for corner;

14. South 00° 14' 39" East, a distance of 110.00 feet to a point for corner;

15. South 44° 45' 21" West, a distance of 56.57 feet to a point for corner;

16. South 89° 45' 21" West, a distance of 160.00 feet to a point for corner;

17. South 85° 56' 30" West, a distance of 150.33 feet to a point for corner;

18. South 89° 45' 21" West, a distance of 668.50 feet to a point for corner;

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19. North 44° 45' 21" East, a distance of 35.36 feet to a point for corner;

20. North 00° 14' 39" West, a distance of 185.00 feet to a point for corner;

21. South 89° 45' 21" West, a distance of 102.50 feet to a point for corner;

22. North 00° 14' 39" West, a distance of 18.27 feet to the beginning of a curve to the left;

23. Along said curve to the left, with an arc length of 799.96 feet, a central angle of 76° 23' 27", a radius of 600.00 feet and a chord that bears North 38° 26' 22" West, a distance of 742.01 feet;

24. North 76° 38' 06" West, a distance of 436.03 feet to the beginning of a curve to the right;

25. Along said curve to the right, with an arc length of 305.58 feet, a central angle of 29° 10' 52", a radius of 600.00 feet and a chord that bears North 62° 02' 40" West, a distance of 302.29 feet to a point at the end of said curve;

26. South 57° 54' 30" West, a distance of 127.48 feet to the beginning of a non-tangential curve to the left;

27. Along said curve to the left, with an arc length of 113.68 feet, a central angle of 130° 15' 53", a radius of 50.00 feet and a chord that bears North 80° 18' 23" West, a distance of 90.73 feet to a point at the end of said curve;

28. South 64° 35' 18" West, a distance of 32.00 feet to a point for corner;

29. North 23° 28' 53" West, a distance of 120.00 feet to a point for corner;

30. North 03° 28' 53" West, a distance of 130.00 feet to a point for corner;

31. North 17° 38' 29" West, a distance of 198.01 feet to a 1/2-inch iron rod with yellow cap stamped "CBG" found for corner, same being the South line of a called 13.49 acre tract of land, conveyed to CCD-Ten Mile Creek, LLC, recorded in Instrument No. 20211117002353380, O.P.R.C.C.T.;

THENCE with the South line of said 13.49 acre tract of land, the following Eight (8) courses and distances:

1. South 33° 47' 43" West, a distance of 81.08 feet to a capped iron rod found for corner;

2. South 87° 02' 11" West, a distance of 92.74 feet to a capped iron rod for corner;

3. South 05° 40' 26" East, a distance of 94.40 feet to a capped iron rod found for corner;

4. South 70° 04' 44" West, a distance of 29.23 feet to a capped iron rod found for corner;

5. North 71° 20' 44" West, a distance of 264.53 feet to a capped iron rod found for corner;

6. North 89° 08' 49" West, a distance of 26.16 feet to a capped iron rod found for corner;

7. North 84° 08' 40" West, a distance of 159.81 feet to a capped iron rod set for corner, same being the feet to the beginning of a non-tangential curve to the right;

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8. Along said curve to the right, with an arc length of 138.39 feet, a central angle of 170° 49' 21", a radius of 46.42 feet and a chord that bears North 49° 36' 56" West, a distance of 92.53 feet to a point at the end of said curve;

THENCE North 02° 34' 26" West, a distance of 31.14 feet to a point for corner;

THENCE North 02° 32' 18" West, a distance of 191.41 feet to a capped iron rod found, and the beginning of a curve to the left;

Along said curve to the left, with an arc length of 163.36 feet, a central angle of 19° 42' 16", a radius of 475.00 feet and a chord that bears North 12° 23' 26" West, a distance of 162.55 feet to a capped iron rod found;

THENCE North 22° 14' 34" West, a distance of 114.54 feet to a point for corner;

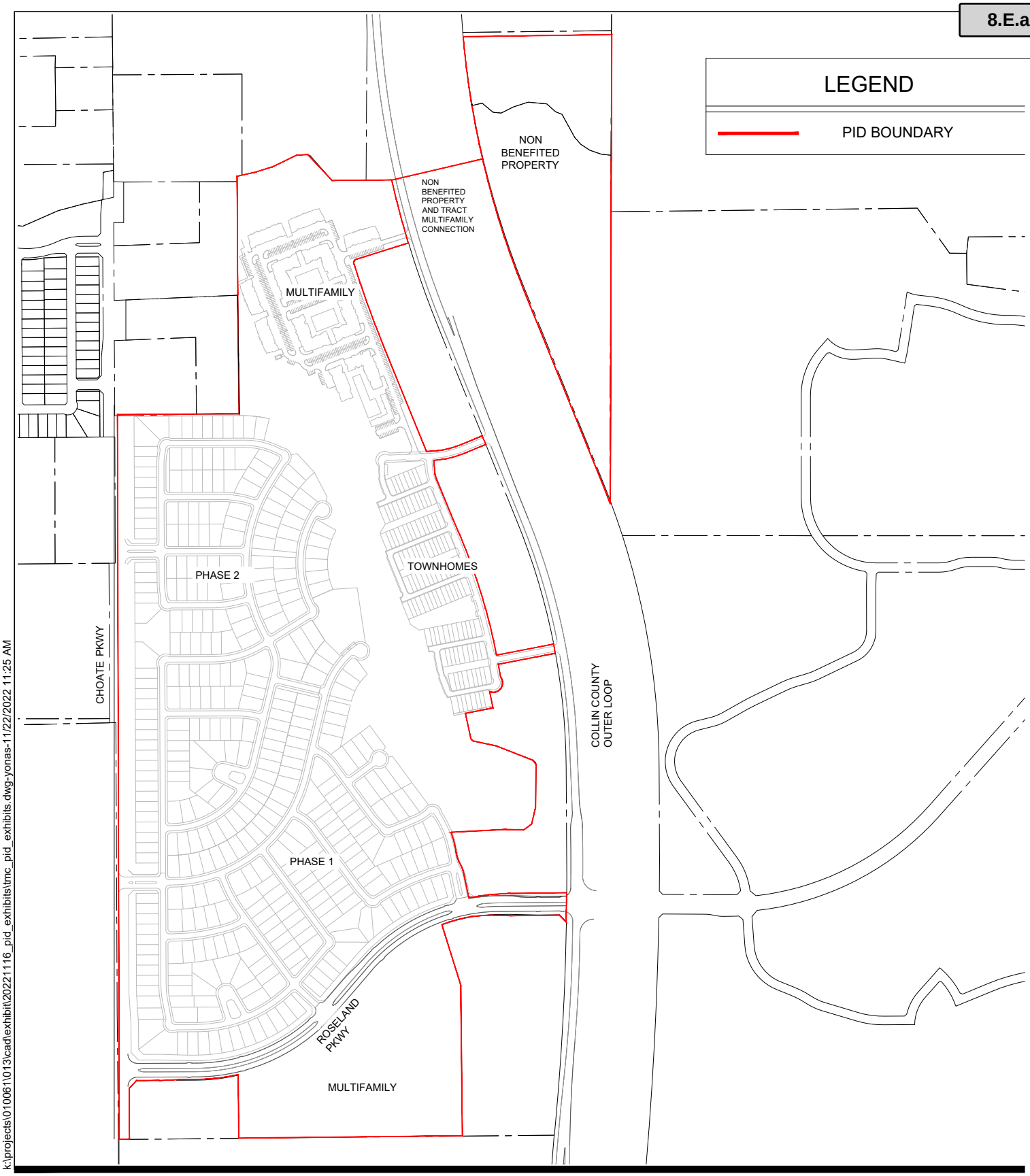
THENCE North 66° 56' 43" West, a distance of 14.11 feet to the beginning of a non-tangential curve to the right;

Along said curve to the right, with an arc length of 70.00 feet, a central angle of 00° 02' 35", a radius of 93038.51 feet and a chord that bears North 67° 56' 19" East, a distance of 70.00 feet to the **POINT OF BEGINNING** and containing (77.063 acres - 3,356,846 sq. ft.) of land, more or less.

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APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)



Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

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TITLE

PID BOUNDARY

PID EXHIBIT

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

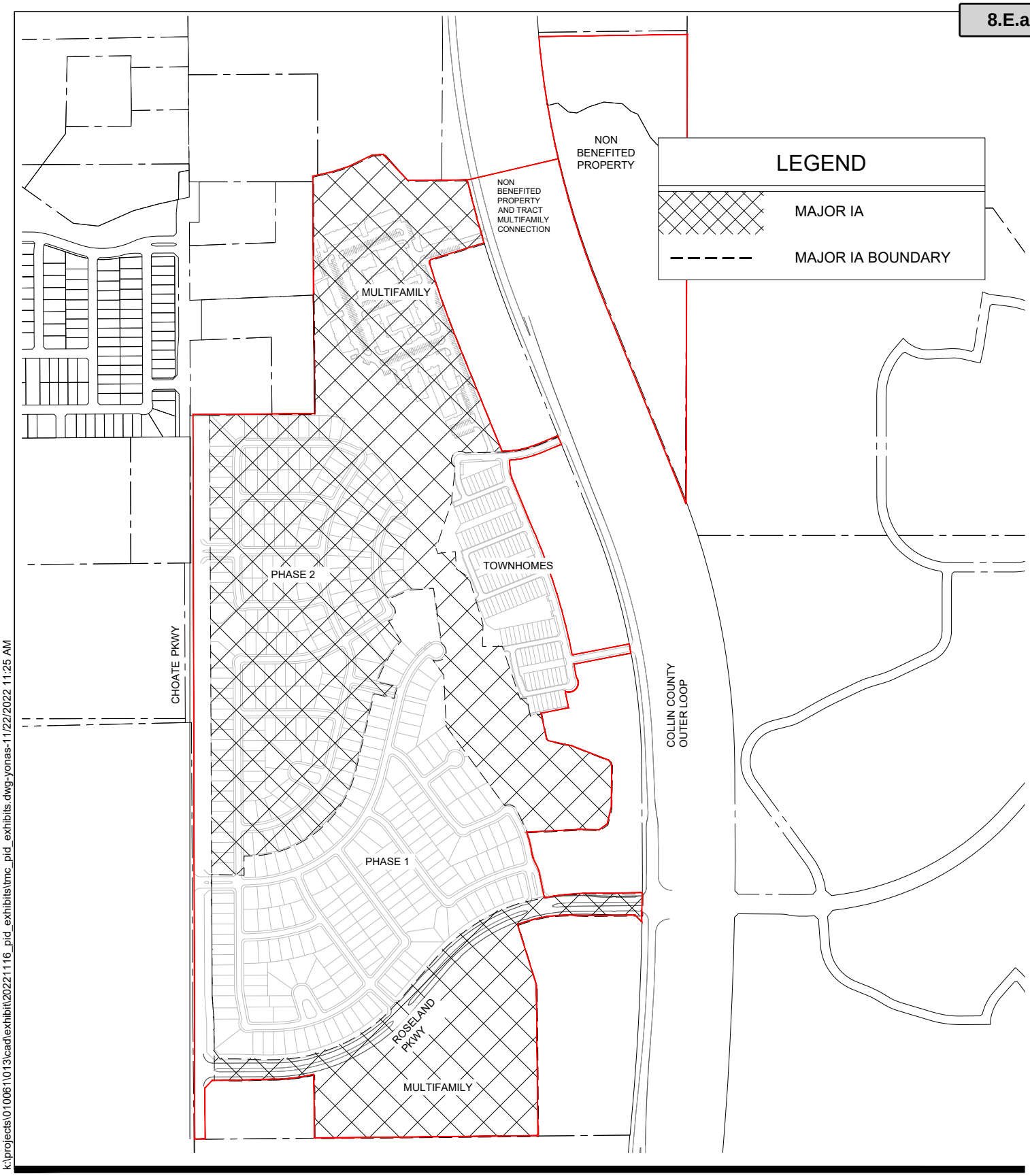
CLIENT

CORSON CRAMER DEVELOPMENT
DALLAS, TEXAS

PROJECT NUMBER:
.....

SHEET:

DATE:
2022/11/09



Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

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KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD
SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

MAJOR IA BOUNDARY

PID EXHIBIT

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SCALE 1" = 700'

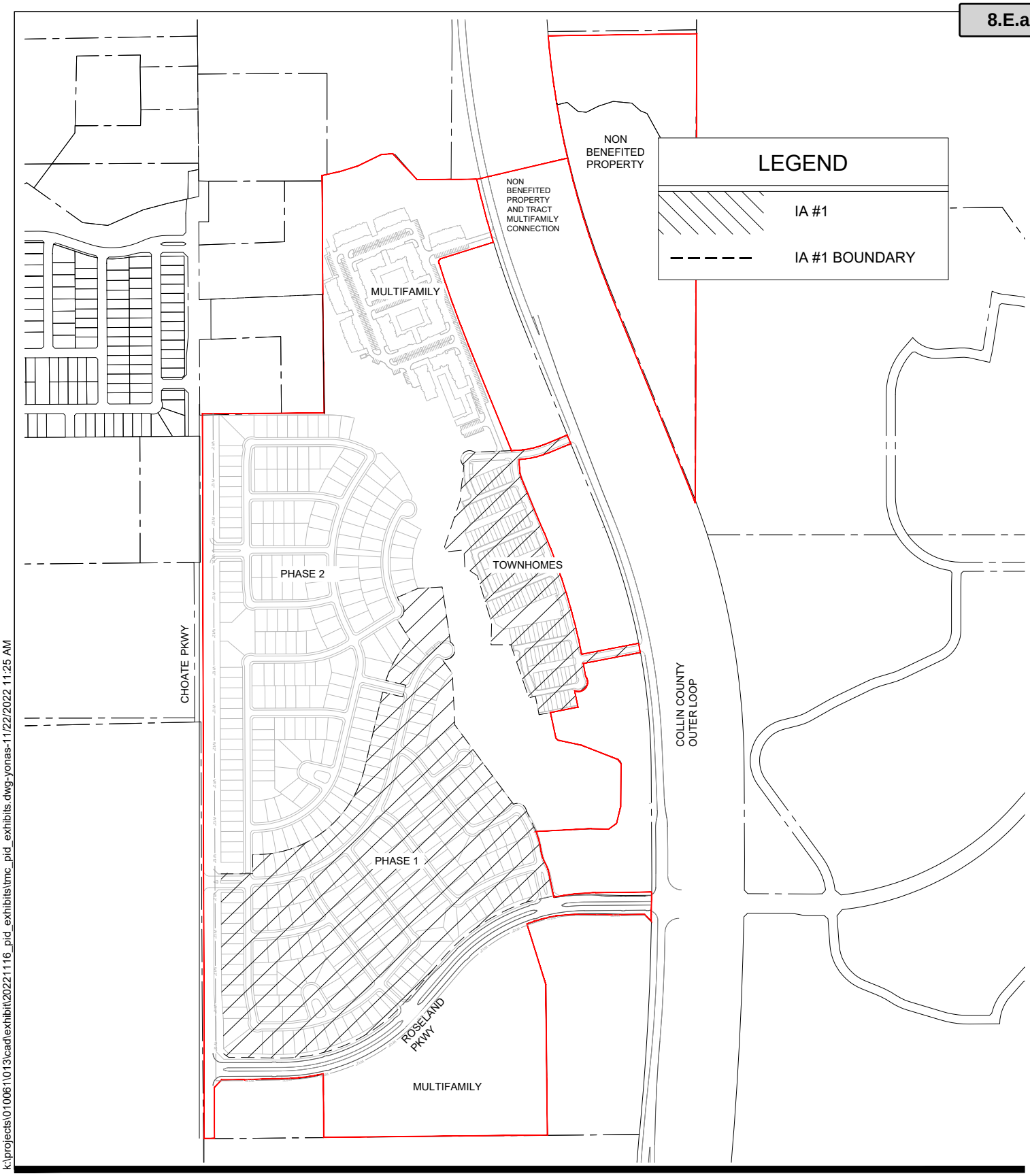
PROJECT
TEN MILE CREEK
CELINA, TEXAS

CLIENT
CORSON CRAMER DEVELOPMENT
DALLAS, TEXAS

PROJECT NUMBER: 010061012

SHEET:

DATE: 2022/11/09



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TBPE #: F-20821

TITLE

IMPROVEMENT AREA 1

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SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

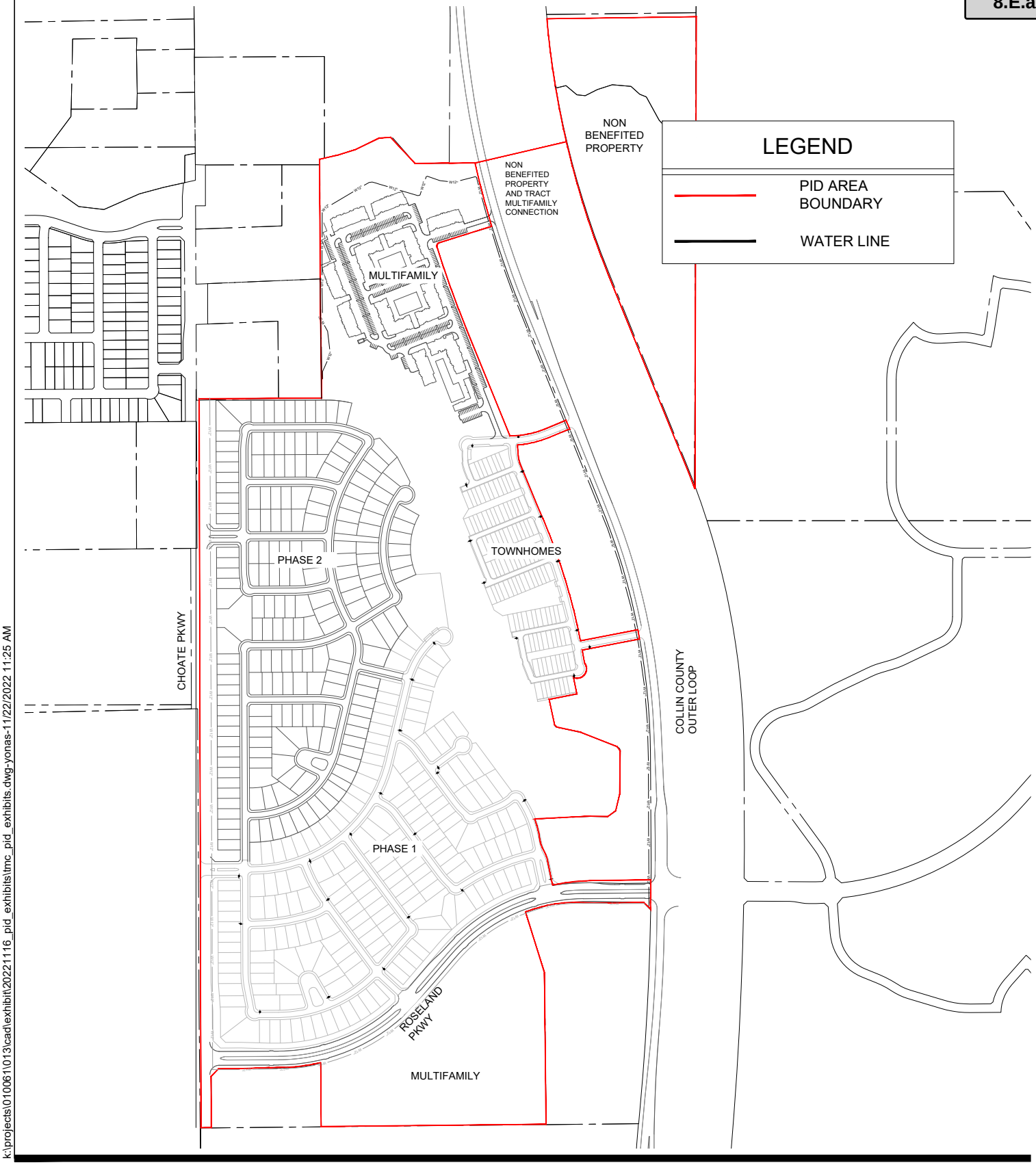
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TBPE #: F-20821

TITLE

MAJOR IMPROVEMENTS

WATER

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

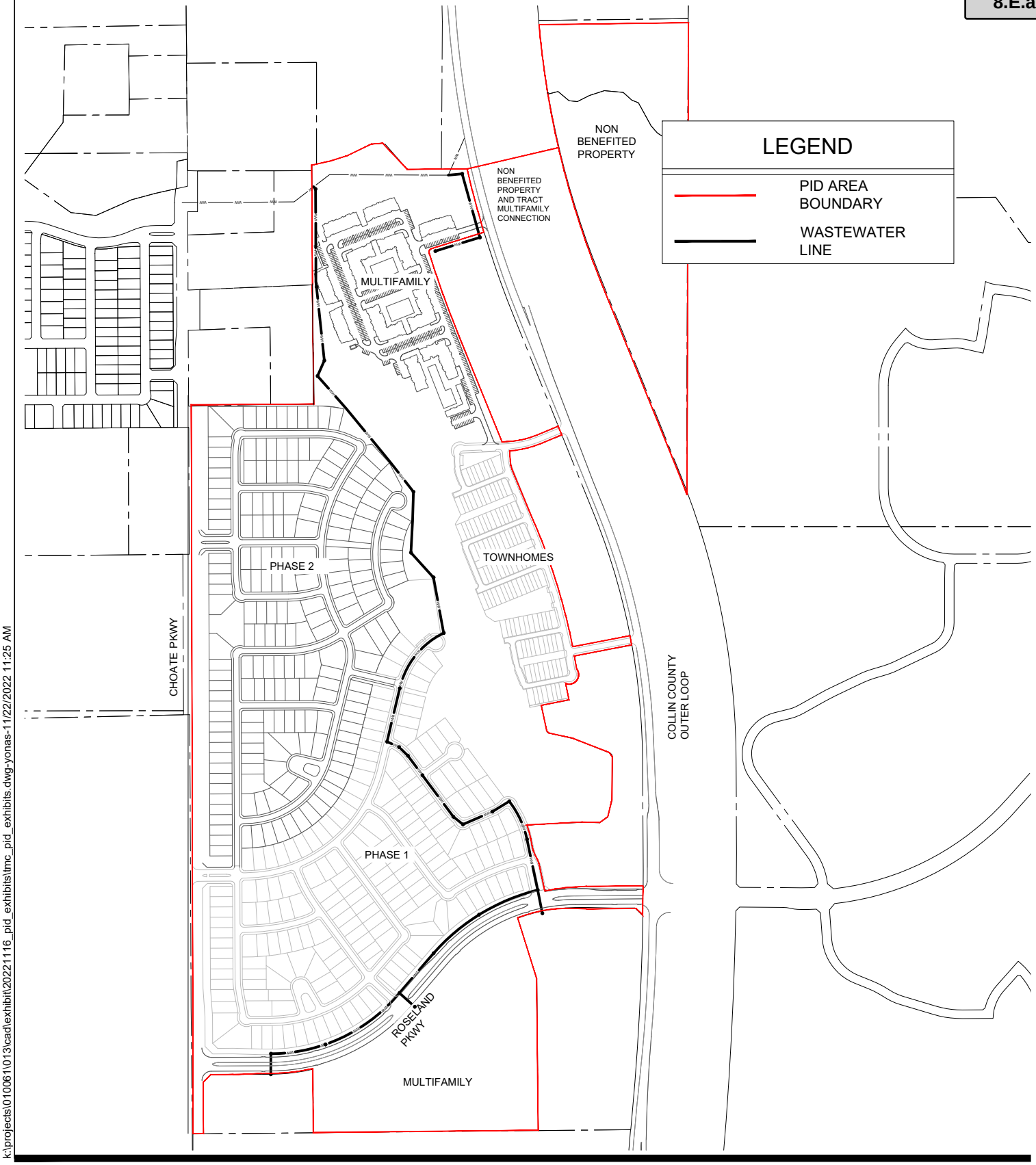
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DALLAS, TEXAS

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TITLE

MAJOR IMPROVEMENTS

WASTEWATER

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

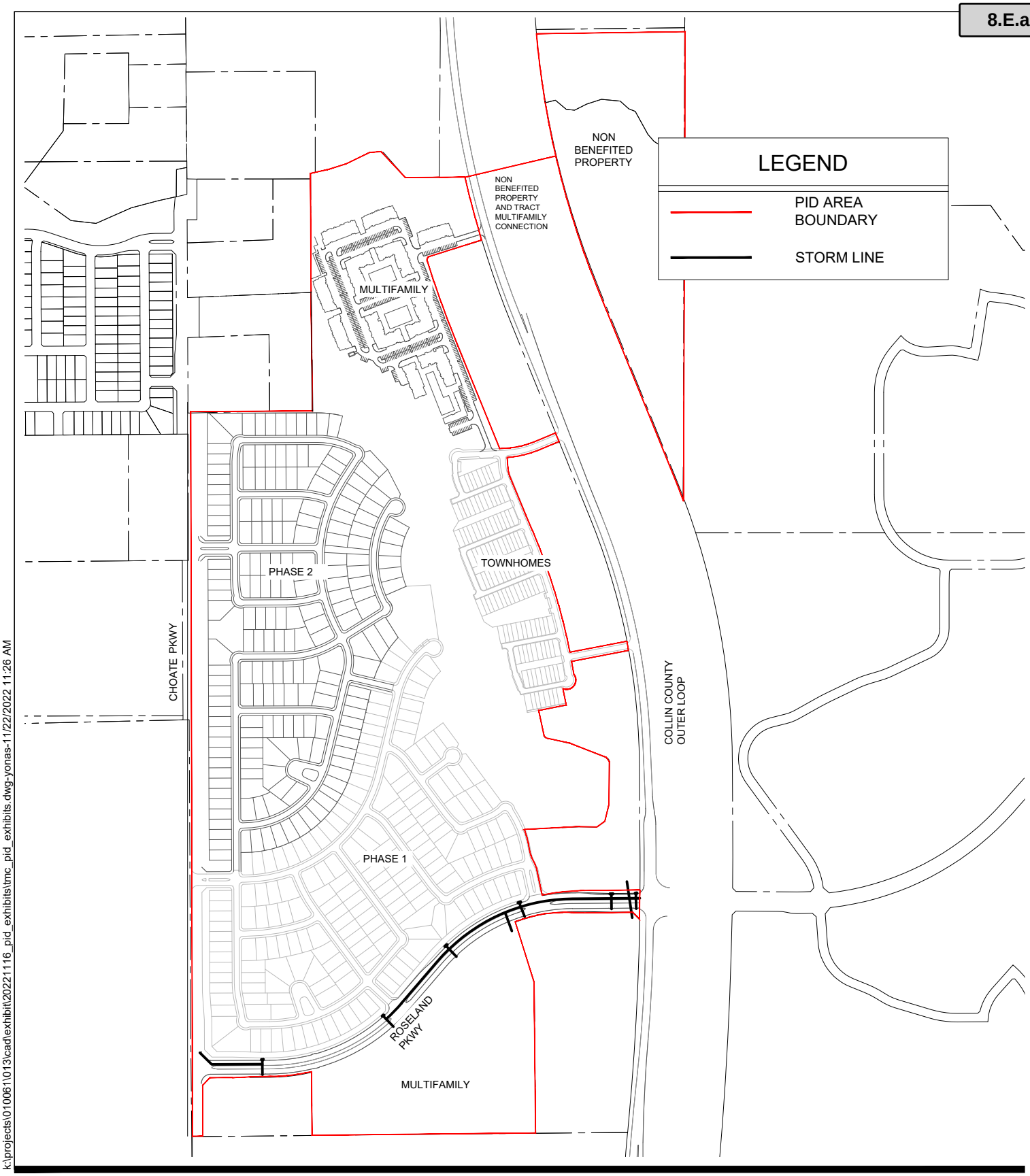
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DALLAS, TEXAS

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TBPE #: F-20821

TITLE

MAJOR IMPROVEMENTS

STORM

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

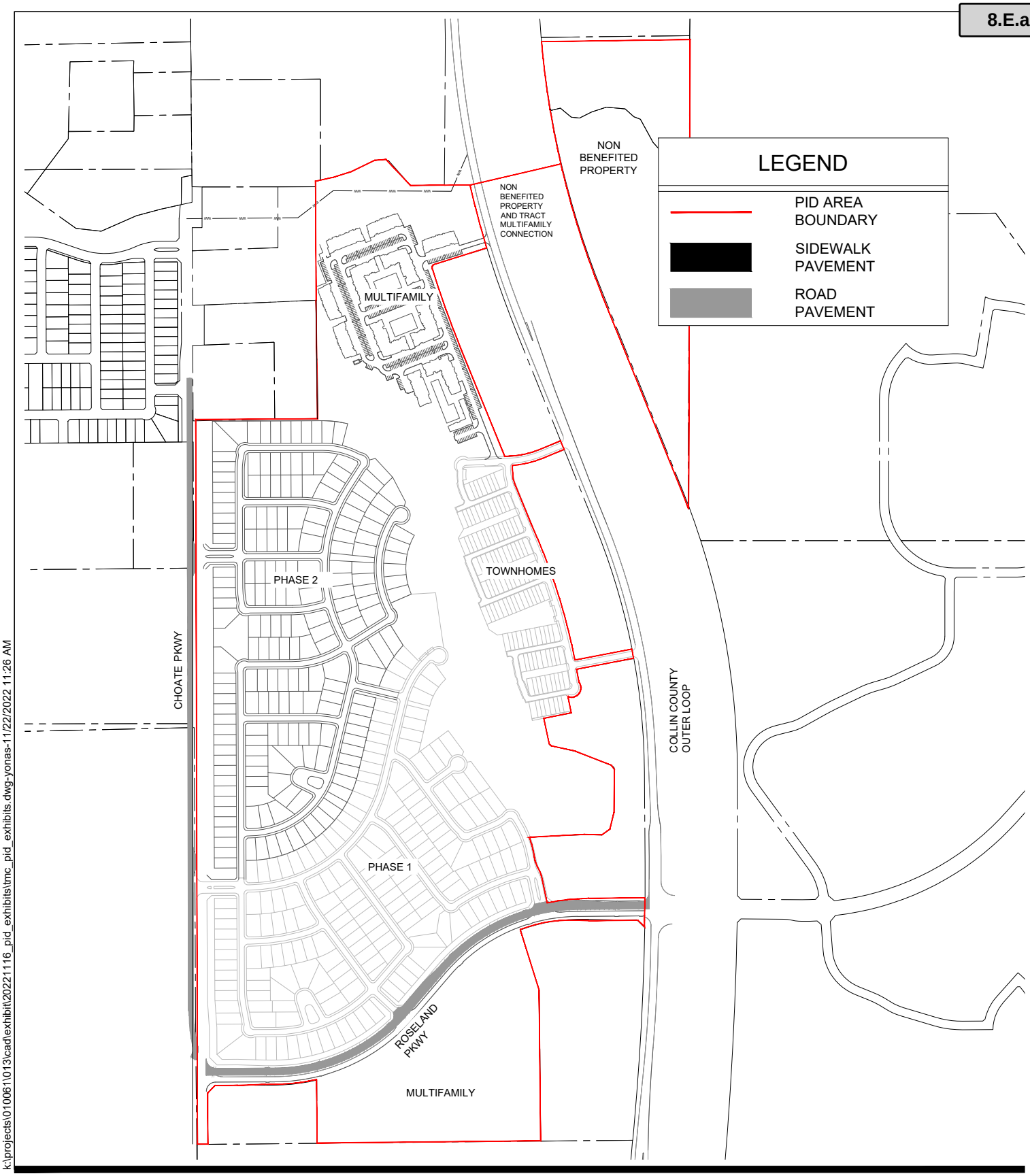
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DALLAS, TEXAS

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TITLE

MAJOR IMPROVEMENTS

PAVING

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

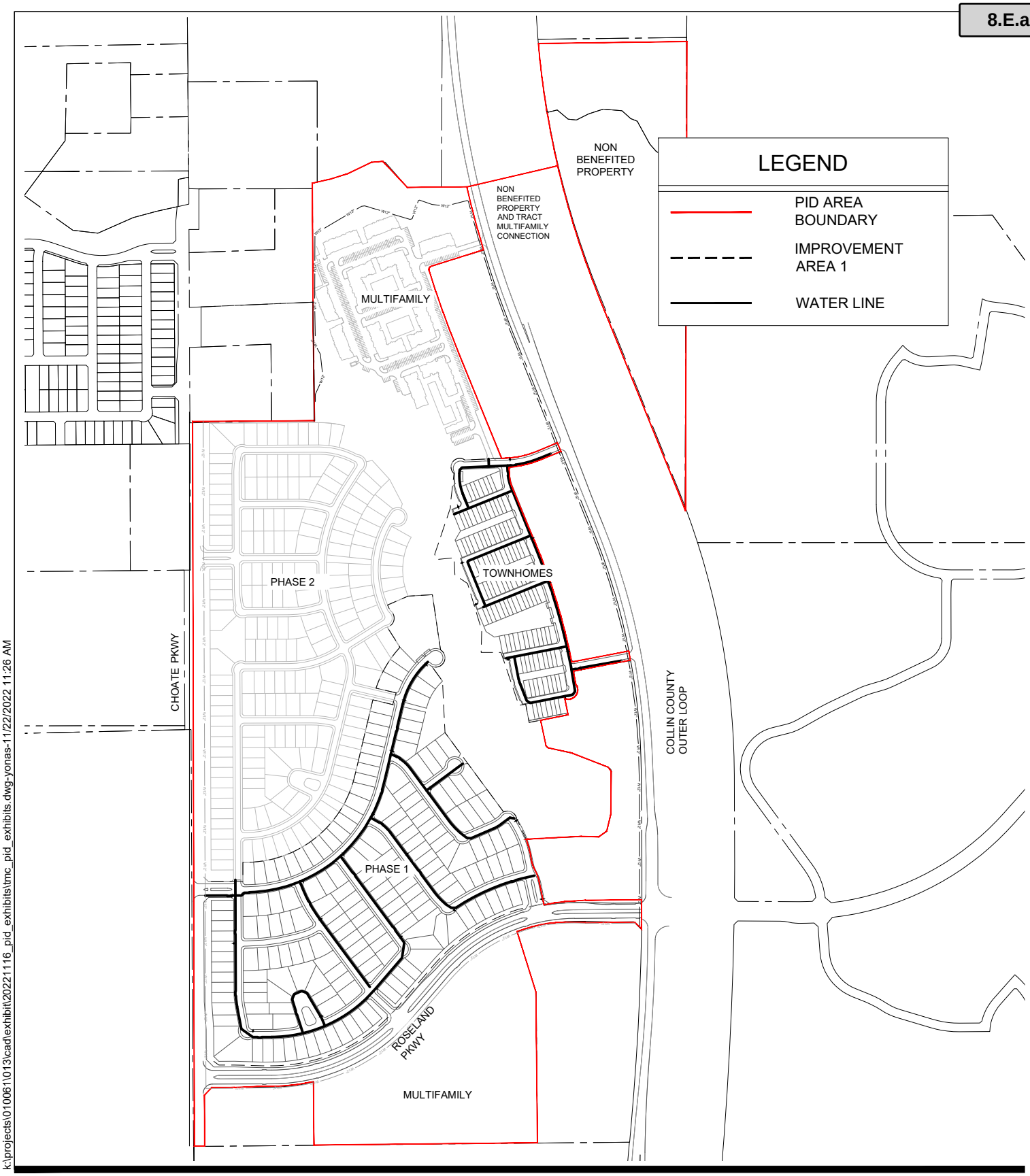
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PROJECT NUMBER: 010061012

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TBPE #: F-20821

TITLE

IMPROVEMENT AREA 1

WATER

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

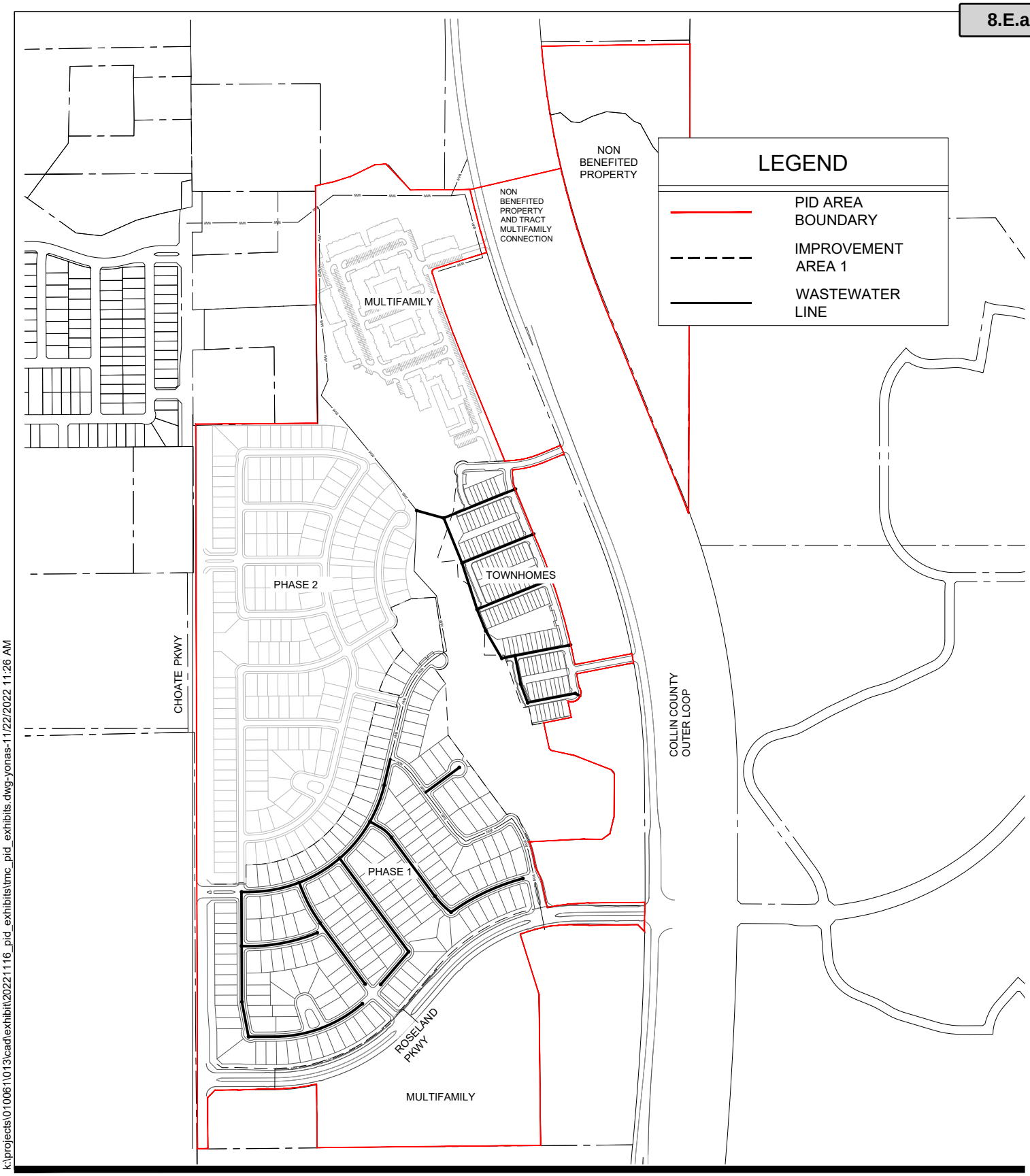
CLIENT

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DALLAS, TEXAS

PROJECT NUMBER: 010061012

SHEET:

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TBPE #: F-20821

TITLE

IMPROVEMENT AREA 1

WASTEWATER

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

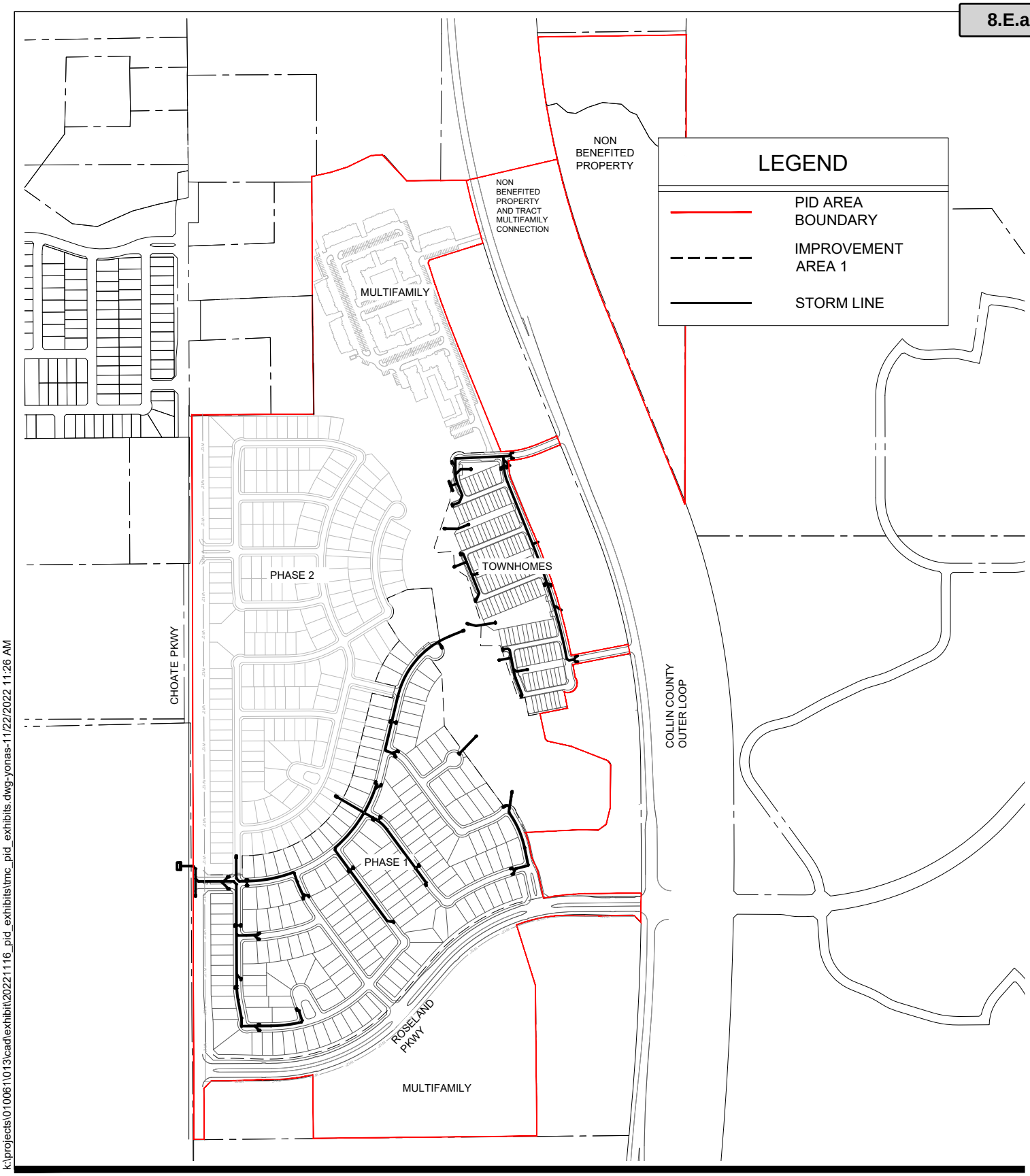
CLIENT

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DALLAS, TEXAS

PROJECT NUMBER: 010061012

SHEET:

DATE: 2022/11/09



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WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

IMPROVEMENT AREA 1

STORM

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

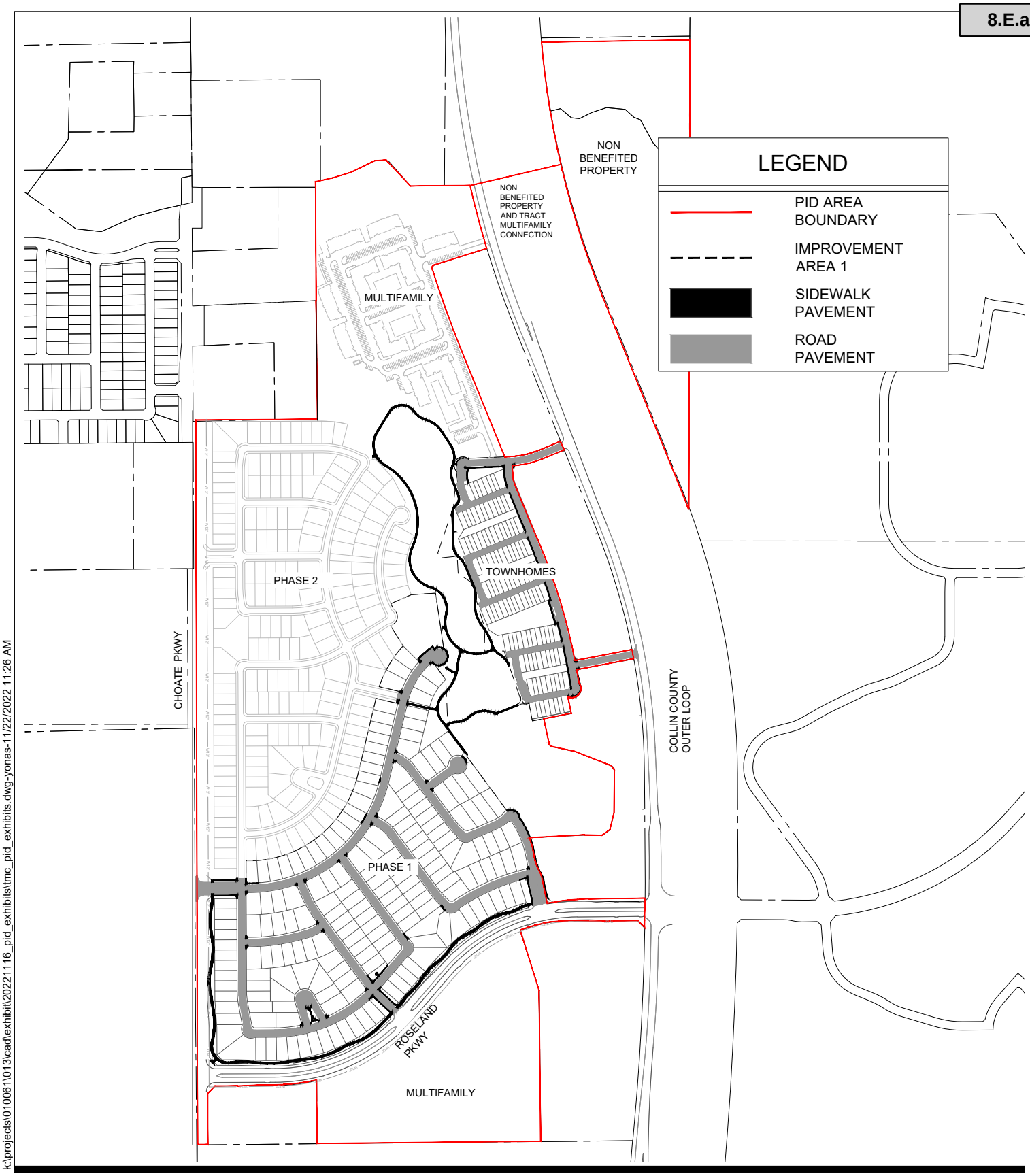
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DALLAS, TEXAS

PROJECT NUMBER: 010061012

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WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

IMPROVEMENT AREA 1

PAVING

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

CLIENT

CORSON CRAMER DEVELOPMENT
DALLAS, TEXAS

PROJECT NUMBER: 010061012

SHEET:

DATE: 2022/11/09

APPENDIX E
PID ASSESSMENT NOTICE

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Ten Mile Creek Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of four Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 60 feet, as provided by the development standards shown in the Development Agreement and/or other applicable governing documents.

"Lot Type 2" means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 55 feet, as provided by the development standards shown in the Development Agreement and/or other applicable governing documents.

"Lot Type 3" means lots identified as such on the Assessment Rolls, being townhomes, as provided by the development standards shown in the Development Agreement and/or other applicable governing documents.

"Lot Type 4" means lots identified as such on the Assessment Rolls, being multifamily units as provided by the development standards shown in the Development Agreement and/or other applicable governing documents.

A) Proposed Development

Table F-1 shows the proposed residential units to be developed within the PID.

Table F-1
Proposed Development within the PID

Lot Type	Proposed Development	
Lot Type 1 (60 Ft)	110	Units
Lot Type 2 (55 Ft)	266	Units
Lot Type 3 (Townhomes)	114	Units
Lot Type 4 (Multifamily)	861	Units
Total	**1,351**	**Units**

Table F-2 shows the proposed residential units within Improvement Area #1.

Table F-2
Proposed Development – Improvement Area #1

Lot Type	Proposed Development	
Lot Type 1 (60 Ft)	54	Units
Lot Type 2 (55 Ft)	128	Units
Lot Type 3 (Townhomes)	114	Units
Total	**296**	**Units**

Table F-3 shows the proposed residential units within the Major Improvement Area.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Table F-3
Proposed Development –Major Improvement Area

Lot Type	Proposed Development	
Lot Type 1 (60 Ft)	56	Units
Lot Type 2 (55 Ft)	138	Units
Lot Type 4 (Multifamily)	861	Units
Total	**1,055**	**Units**

B) Calculation of Equivalent Units

As explained under Section V.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Improvement Area #1 Projects and the Major Improvement Area Projects to be financed with (i) the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement and (ii) the Major Improvement Area Bonds, respectively, shall be allocated to the Improvement Area #1 Assessed Property and the Major Improvement Area Assessed Property by spreading the entire Assessment across the Parcels within Improvement Area #1 and Major Improvement Area based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to Improvement Area #1 Assessed Property and Major Improvement Area Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 60 Ft, 55 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (60 Ft) representing the highest value to Lot Type 4 (Multifamily) representing the lowest value for residential lots are set forth in Table F-4. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (60 Ft) to 1.0.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Table F-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (60 Ft)	$750,000	1.00	per dwelling unit
Lot Type 2 (55 Ft)	$675,000	0.90	per dwelling unit
Lot Type 3 (Townhomes)	$450,000	0.60	per dwelling unit
Lot Type 4 (Multifamily)	$145,000	0.19	per dwelling unit

The total estimated Equivalent Units for the Major Improvement Area are shown in Table F-5 as calculated based on the Equivalent Unit factors shown in Table F-4, estimated Lot Types and number of units estimated to be built within the Major Improvement Area.

Table F-5
Estimated Equivalent Units –Major Improvement Area

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft)	56	1.00	56.00
Lot Type 2 (55 Ft)	138	0.90	124.20
Lot Type 4 (Multifamily)	861	0.19	163.59
Total Equivalent Units	**1,055**		**343.79**

The total estimated Equivalent Units for Improvement Area #1 are shown in Table F-6 as calculated based on the Equivalent Unit factors shown in Table F-4, estimated Lot Types and number of units estimated to be built within Improvement Area #1.

Table F-6
Estimated Equivalent Units - Improvement Area #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft)	54	1.00	54.00
Lot Type 2 (55 Ft)	128	0.90	115.20
Lot Type 3 (Townhomes)	114	0.60	68.40
Total Equivalent Units	**296**		**237.60**

C) Allocation of Assessments to Lots within the Major Improvement Area

As shown in Section IV of this Service and Assessment Plan, the total amount of the Major Improvement Area Bonds, which represents the total Assessment to be allocated on all Parcels within the Major Improvement Area, is $7,310,000. As shown in Table F-5, there are a total of

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

343.79 estimated Equivalent Units in the Major Improvement Area, resulting in an Assessment per Equivalent Unit of $21,262.98.

The Assessment per dwelling unit or acre is calculated as the product of (i) $21,262.98 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $21,262.98 (i.e. $21,262.98 x 1.00). The Assessment for a Lot Type 2 (55 Ft Lot) dwelling unit is $19,136.68 (i.e. $21,262.98 x 0.90). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $4,039.97 (i.e. $21,262.98 x 0.19). Table F-7 sets forth the Assessment per dwelling unit for each Lot Type in the Major Improvement Area.

Table F-7
Assessment Per Unit –Major Improvement Area

Lot Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (60 Ft)	56	$21,262.98	1.00	$21,262.98	per dwelling unit	$1,190,72
Lot Type 2 (55 Ft)	138	$21,262.98	0.90	$19,136.68	per dwelling unit	$2,640,86
Lot Type 4 (Multifamily)	861	$21,262.98	0.19	$4,039.97	per dwelling unit	$3,478,41
Total	**1,055**					**$7,310,00**

The projected leverage calculated based on the estimated finished lot values and home values for each unit is shown in Table F-8.

Table F-8
Projected Leverage –Major Improvement Area

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft)	56	$108,000	$750,000	$21,262.98	5.08	35.27
Lot Type 2 (55 Ft)	138	$99,000	$675,000	$19,136.68	5.17	35.27
Lot Type 4 (Multifamily)	861	$19,000	$145,000	$4,039.97	4.70	35.89

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-9.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Table F-9
Estimated Tax Rate Equivalent per unit –Major Improvement Area

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (60 Ft)	56	$108,000	$750,000	$2,061.24	$1.909	$0.275
Lot Type 2 (55 Ft)	138	$99,000	$675,000	$1,855.11	$1.874	$0.275
Lot Type 4 (Multifamily)	861	$19,000	$145,000	$391.64	$2.061	$0.270

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

D) Allocation of Assessments to Lots within Improvement Area #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Improvement Area #1, is $14,950,000. As shown in Table F-6, there are a total of 237.60 estimated Equivalent Units in Improvement Area #1, resulting in an Assessment per Equivalent Unit of $62,920.88.

The Assessment per dwelling unit or acre is calculated as the product of (i) $62,920.88 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $62,920.88 (i.e. $62,920.88 x 1.00). The Assessment for a Lot Type 2 (55 Ft Lot) dwelling unit is $56,628.79 (i.e. $62,920.88 x 0.90). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $37,752.53 (i.e. $62,920.88 x 0.60). Table F-10 sets forth the Assessment per dwelling unit for each Lot Type in Improvement Area #1.

Table F-10
Assessment Per Unit – Improvement Area #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (60 Ft)	54	$62,920.88	1.00	$62,920.88	per dwelling unit	$3,397,727
Lot Type 2 (55 Ft)	128	$62,920.88	0.90	$56,628.79	per dwelling unit	$7,248,485
Lot Type 3 (Townhomes)	114	$62,920.88	0.60	$37,752.53	per dwelling unit	$4,303,788
Total	**296**					**$14,950,000**

The projected leverage calculated based on the estimated finished lot values and home values for each unit is shown in Table F-11.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Table F-11
Projected Leverage – Improvement Area #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft)	54	$108,000	$750,000	$62,920.88	1.72	11.92
Lot Type 2 (55 Ft)	128	$99,000	$675,000	$56,628.79	1.75	11.92
Lot Type 3 (Townhomes)	114	$62,000	$450,000	$37,752.53	1.64	11.92

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-12.

Table F-12
Estimated Tax Rate Equivalent per unit – Improvement Area #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (60 Ft)	54	$108,000	$750,000	$5,309.18	$4.916	$0.708
Lot Type 2 (55 Ft)	128	$99,000	$675,000	$4,778.27	$4.827	$0.708
Lot Type 3 (Townhomes)	114	$62,000	$450,000	$3,185.51	$5.138	$0.708

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

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

APPENDIX G
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Appendix G-1
Major Improvement Area Assessment Roll

Parcel **2850124, 2850129, 2850103 and part of 2850105**
Equivalent Units **343.79**
Assessment **$7,310,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$264,988	$0	$0	($264,988)	$0
9/1/24	$0	$529,975	$0	$0	($529,975)	$0
9/1/25	$93,000	$529,975	$52,020	$36,550	$0	$711,545
9/1/26	$99,000	$523,233	$53,060	$36,085	$0	$711,378
9/1/27	$105,000	$516,055	$54,122	$35,590	$0	$710,767
9/1/28	$112,000	$508,443	$55,204	$35,065	$0	$710,712
9/1/29	$119,000	$500,323	$56,308	$34,505	$0	$710,136
9/1/30	$127,000	$491,695	$57,434	$33,910	$0	$710,039
9/1/31	$135,000	$482,488	$58,583	$33,275	$0	$709,345
9/1/32	$144,000	$472,700	$59,755	$32,600	$0	$709,055
9/1/33	$154,000	$462,260	$60,950	$31,880	$0	$709,090
9/1/34	$164,000	$451,095	$62,169	$31,110	$0	$708,374
9/1/35	$175,000	$439,205	$63,412	$30,290	$0	$707,907
9/1/36	$187,000	$426,518	$64,680	$29,415	$0	$707,613
9/1/37	$200,000	$412,960	$65,974	$28,480	$0	$707,414
9/1/38	$215,000	$398,460	$67,293	$27,480	$0	$708,233
9/1/39	$230,000	$382,873	$68,639	$26,405	$0	$707,917
9/1/40	$246,000	$366,198	$70,012	$25,255	$0	$707,465
9/1/41	$264,000	$348,363	$71,412	$24,025	$0	$707,800
9/1/42	$283,000	$329,223	$72,841	$22,705	$0	$707,768
9/1/43	$303,000	$308,705	$74,297	$21,290	$0	$707,292
9/1/44	$325,000	$286,738	$75,783	$19,775	$0	$707,296
9/1/45	$349,000	$263,175	$77,299	$18,150	$0	$707,624
9/1/46	$374,000	$237,873	$78,845	$16,405	$0	$707,122
9/1/47	$402,000	$210,758	$80,422	$14,535	$0	$707,714
9/1/48	$432,000	$181,613	$82,030	$12,525	$0	$708,168
9/1/49	$464,000	$150,293	$83,671	$10,365	$0	$708,328
9/1/50	$498,000	$116,653	$85,344	$8,045	$0	$708,042
9/1/51	$535,000	$80,548	$87,051	$5,555	$0	$708,154
9/1/52	$576,000	$41,760	$88,792	$2,880	$0	$709,432
Total	**$7,310,000**	**$10,715,138**	**$1,927,404**	**$684,150**	**($794,963)**	**$19,841,729**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25% and will be updated at the time of Bond issuance.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in years 2023 and 2024 are being funded with Bond proceeds.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Appendix G-2
Major Improvement Area Assessment Roll by Parcel

Parcel	**2850124**
Equivalent Units	**91.20**
Assessment	**$1,939,184**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$70,295	$0	$0	($70,295)	$0
9/1/24	$0	$140,591	$0	$0	($140,591)	$0
9/1/25	$24,671	$140,591	$13,800	$9,696	$0	$188,757
9/1/26	$26,263	$138,802	$14,076	$9,573	$0	$188,713
9/1/27	$27,854	$136,898	$14,357	$9,441	$0	$188,551
9/1/28	$29,711	$134,879	$14,644	$9,302	$0	$188,536
9/1/29	$31,568	$132,725	$14,937	$9,153	$0	$188,384
9/1/30	$33,690	$130,436	$15,236	$8,996	$0	$188,358
9/1/31	$35,813	$127,993	$15,541	$8,827	$0	$188,174
9/1/32	$38,200	$125,397	$15,852	$8,648	$0	$188,097
9/1/33	$40,853	$122,628	$16,169	$8,457	$0	$188,106
9/1/34	$43,506	$119,666	$16,492	$8,253	$0	$187,916
9/1/35	$46,424	$116,512	$16,822	$8,035	$0	$187,792
9/1/36	$49,607	$113,146	$17,158	$7,803	$0	$187,714
9/1/37	$53,056	$109,549	$17,501	$7,555	$0	$187,662
9/1/38	$57,035	$105,703	$17,851	$7,290	$0	$187,879
9/1/39	$61,014	$101,568	$18,209	$7,005	$0	$187,795
9/1/40	$65,258	$97,144	$18,573	$6,700	$0	$187,675
9/1/41	$70,033	$92,413	$18,944	$6,373	$0	$187,764
9/1/42	$75,074	$87,336	$19,323	$6,023	$0	$187,755
9/1/43	$80,379	$81,893	$19,709	$5,648	$0	$187,629
9/1/44	$86,215	$76,065	$20,104	$5,246	$0	$187,630
9/1/45	$92,582	$69,815	$20,506	$4,815	$0	$187,717
9/1/46	$99,214	$63,102	$20,916	$4,352	$0	$187,584
9/1/47	$106,642	$55,909	$21,334	$3,856	$0	$187,741
9/1/48	$114,600	$48,178	$21,761	$3,323	$0	$187,861
9/1/49	$123,089	$39,869	$22,196	$2,750	$0	$187,904
9/1/50	$132,109	$30,945	$22,640	$2,134	$0	$187,828
9/1/51	$141,924	$21,367	$23,093	$1,474	$0	$187,858
9/1/52	$152,800	$11,078	$23,555	$764	$0	$188,197
Total	**$1,939,184**	**$2,842,493**	**$511,298**	**$181,490**	**($210,886)**	**$5,263,579**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25% and will be updated at the time of Bond issuance.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in years 2023 and 2024 are being funded with Bond proceeds.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Appendix G-3
Major Improvement Area Assessment Roll by Parcel

Parcel	**2850129**
Equivalent Units	**$1,539,227**
Assessment	**72.39**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$55,797	$0	$0	($55,797)	$0
9/1/24	$0	$111,594	$0	$0	($111,594)	$0
9/1/25	$19,583	$111,594	$10,954	$7,696	$0	$149,826
9/1/26	$20,846	$110,174	$11,173	$7,598	$0	$149,791
9/1/27	$22,109	$108,663	$11,396	$7,494	$0	$149,662
9/1/28	$23,583	$107,060	$11,624	$7,383	$0	$149,651
9/1/29	$25,057	$105,350	$11,856	$7,266	$0	$149,529
9/1/30	$26,742	$103,534	$12,094	$7,140	$0	$149,509
9/1/31	$28,426	$101,595	$12,335	$7,007	$0	$149,363
9/1/32	$30,321	$99,534	$12,582	$6,864	$0	$149,302
9/1/33	$32,427	$97,336	$12,834	$6,713	$0	$149,309
9/1/34	$34,533	$94,985	$13,091	$6,551	$0	$149,158
9/1/35	$36,849	$92,481	$13,352	$6,378	$0	$149,060
9/1/36	$39,376	$89,809	$13,619	$6,194	$0	$148,998
9/1/37	$42,113	$86,955	$13,892	$5,997	$0	$148,956
9/1/38	$45,271	$83,902	$14,170	$5,786	$0	$149,129
9/1/39	$48,430	$80,619	$14,453	$5,560	$0	$149,062
9/1/40	$51,799	$77,108	$14,742	$5,318	$0	$148,967
9/1/41	$55,589	$73,353	$15,037	$5,059	$0	$149,038
9/1/42	$59,590	$69,323	$15,338	$4,781	$0	$149,031
9/1/43	$63,801	$65,002	$15,644	$4,483	$0	$148,931
9/1/44	$68,433	$60,377	$15,957	$4,164	$0	$148,931
9/1/45	$73,487	$55,415	$16,276	$3,822	$0	$149,001
9/1/46	$78,751	$50,088	$16,602	$3,454	$0	$148,895
9/1/47	$84,647	$44,378	$16,934	$3,061	$0	$149,020
9/1/48	$90,964	$38,241	$17,273	$2,637	$0	$149,115
9/1/49	$97,702	$31,646	$17,618	$2,183	$0	$149,149
9/1/50	$104,861	$24,563	$17,970	$1,694	$0	$149,089
9/1/51	$112,652	$16,960	$18,330	$1,170	$0	$149,112
9/1/52	$121,285	$8,793	$18,697	$606	$0	$149,381
Total	**$1,539,227**	**$2,256,229**	**$405,843**	**$144,058**	**($167,391)**	**$4,177,966**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25% and will be updated at the time of Bond issuance.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in years 2023 and 2024 are being funded with Bond proceeds.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Appendix G-4
Major Improvement Area Assessment Roll by Parcel

Parcel	**2850103**
Equivalent Units	**57.80**
Assessment	**$1,229,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$44,551	$0	$0	($44,551)	$0
9/1/24	$0	$89,103	$0	$0	($89,103)	$0
9/1/25	$15,636	$89,103	$8,746	$6,145	$0	$119,629
9/1/26	$16,644	$87,969	$8,921	$6,067	$0	$119,601
9/1/27	$17,653	$86,762	$9,099	$5,984	$0	$119,498
9/1/28	$18,830	$85,482	$9,281	$5,895	$0	$119,489
9/1/29	$20,007	$84,117	$9,467	$5,801	$0	$119,392
9/1/30	$21,352	$82,667	$9,656	$5,701	$0	$119,376
9/1/31	$22,697	$81,119	$9,849	$5,594	$0	$119,259
9/1/32	$24,210	$79,473	$10,046	$5,481	$0	$119,210
9/1/33	$25,891	$77,718	$10,247	$5,360	$0	$119,216
9/1/34	$27,573	$75,841	$10,452	$5,230	$0	$119,096
9/1/35	$29,422	$73,842	$10,661	$5,093	$0	$119,018
9/1/36	$31,440	$71,709	$10,874	$4,945	$0	$118,968
9/1/37	$33,625	$69,429	$11,092	$4,788	$0	$118,935
9/1/38	$36,147	$66,991	$11,314	$4,620	$0	$119,072
9/1/39	$38,669	$64,371	$11,540	$4,439	$0	$119,019
9/1/40	$41,359	$61,567	$11,771	$4,246	$0	$118,943
9/1/41	$44,385	$58,569	$12,006	$4,039	$0	$118,999
9/1/42	$47,580	$55,351	$12,246	$3,817	$0	$118,994
9/1/43	$50,942	$51,901	$12,491	$3,579	$0	$118,914
9/1/44	$54,641	$48,208	$12,741	$3,325	$0	$118,915
9/1/45	$58,676	$44,247	$12,996	$3,051	$0	$118,970
9/1/46	$62,879	$39,993	$13,256	$2,758	$0	$118,886
9/1/47	$67,587	$35,434	$13,521	$2,444	$0	$118,985
9/1/48	$72,630	$30,534	$13,791	$2,106	$0	$119,061
9/1/49	$78,010	$25,268	$14,067	$1,743	$0	$119,088
9/1/50	$83,727	$19,612	$14,349	$1,353	$0	$119,040
9/1/51	$89,947	$13,542	$14,636	$934	$0	$119,059
9/1/52	$96,841	$7,021	$14,928	$484	$0	$119,274
Total	**$1,229,000**	**$1,801,492**	**$324,047**	**$115,023**	**($133,654)**	**$3,335,908**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25% and will be updated at the time of Bond issuance.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in years 2023 and 2024 are being funded with Bond proceeds.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Appendix G-5
Major Improvement Area Assessment Roll by Parcel

Parcel **Part of 2850105**
Equivalent Units **122.40**
Assessment **$2,602,589**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$94,344	$0	$0	($94,344)	$0
9/1/24	$0	$188,688	$0	$0	($188,688)	$0
9/1/25	$33,111	$188,688	$18,521	$13,013	$0	$253,332
9/1/26	$35,247	$186,287	$18,891	$12,847	$0	$253,273
9/1/27	$37,383	$183,732	$19,269	$12,671	$0	$253,055
9/1/28	$39,876	$181,021	$19,654	$12,484	$0	$253,036
9/1/29	$42,368	$178,130	$20,047	$12,285	$0	$252,831
9/1/30	$45,216	$175,059	$20,448	$12,073	$0	$252,796
9/1/31	$48,064	$171,781	$20,857	$11,847	$0	$252,549
9/1/32	$51,269	$168,296	$21,275	$11,607	$0	$252,446
9/1/33	$54,829	$164,579	$21,700	$11,350	$0	$252,458
9/1/34	$58,389	$160,604	$22,134	$11,076	$0	$252,203
9/1/35	$62,305	$156,371	$22,577	$10,784	$0	$252,037
9/1/36	$66,578	$151,854	$23,028	$10,473	$0	$251,932
9/1/37	$71,206	$147,027	$23,489	$10,140	$0	$251,862
9/1/38	$76,547	$141,864	$23,959	$9,784	$0	$252,153
9/1/39	$81,887	$136,315	$24,438	$9,401	$0	$252,041
9/1/40	$87,584	$130,378	$24,926	$8,992	$0	$251,880
9/1/41	$93,992	$124,028	$25,425	$8,554	$0	$251,999
9/1/42	$100,757	$117,214	$25,934	$8,084	$0	$251,988
9/1/43	$107,877	$109,909	$26,452	$7,580	$0	$251,818
9/1/44	$115,710	$102,088	$26,981	$7,041	$0	$251,819
9/1/45	$124,255	$93,699	$27,521	$6,462	$0	$251,936
9/1/46	$133,156	$84,690	$28,071	$5,841	$0	$251,758
9/1/47	$143,125	$75,036	$28,633	$5,175	$0	$251,968
9/1/48	$153,806	$64,660	$29,205	$4,459	$0	$252,130
9/1/49	$165,199	$53,509	$29,789	$3,690	$0	$252,187
9/1/50	$177,304	$41,532	$30,385	$2,864	$0	$252,085
9/1/51	$190,477	$28,677	$30,993	$1,978	$0	$252,125
9/1/52	$205,074	$14,868	$31,613	$1,025	$0	$252,580
Total	**$2,602,589**	**$3,814,924**	**$686,216**	**$243,579**	**($283,032)**	**$7,064,277**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25% and will be updated at the time of Bond issuance.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in years 2023 and 2024 are being funded with Bond proceeds.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Appendix G-6
Major Improvement Area Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (60 Ft)**
Equivalent Units	**1.00**
Assessment	**$21,262.98**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$771	$0	$0	($771)	$0
9/1/24	$0	$1,542	$0	$0	($1,542)	$0
9/1/25	$271	$1,542	$151	$106	$0	$2,070
9/1/26	$288	$1,522	$154	$105	$0	$2,069
9/1/27	$305	$1,501	$157	$104	$0	$2,067
9/1/28	$326	$1,479	$161	$102	$0	$2,067
9/1/29	$346	$1,455	$164	$100	$0	$2,066
9/1/30	$369	$1,430	$167	$99	$0	$2,065
9/1/31	$393	$1,403	$170	$97	$0	$2,063
9/1/32	$419	$1,375	$174	$95	$0	$2,062
9/1/33	$448	$1,345	$177	$93	$0	$2,063
9/1/34	$477	$1,312	$181	$90	$0	$2,060
9/1/35	$509	$1,278	$184	$88	$0	$2,059
9/1/36	$544	$1,241	$188	$86	$0	$2,058
9/1/37	$582	$1,201	$192	$83	$0	$2,058
9/1/38	$625	$1,159	$196	$80	$0	$2,060
9/1/39	$669	$1,114	$200	$77	$0	$2,059
9/1/40	$716	$1,065	$204	$73	$0	$2,058
9/1/41	$768	$1,013	$208	$70	$0	$2,059
9/1/42	$823	$958	$212	$66	$0	$2,059
9/1/43	$881	$898	$216	$62	$0	$2,057
9/1/44	$945	$834	$220	$58	$0	$2,057
9/1/45	$1,015	$766	$225	$53	$0	$2,058
9/1/46	$1,088	$692	$229	$48	$0	$2,057
9/1/47	$1,169	$613	$234	$42	$0	$2,059
9/1/48	$1,257	$528	$239	$36	$0	$2,060
9/1/49	$1,350	$437	$243	$30	$0	$2,060
9/1/50	$1,449	$339	$248	$23	$0	$2,060
9/1/51	$1,556	$234	$253	$16	$0	$2,060
9/1/52	$1,675	$121	$258	$8	$0	$2,064
Total	**$21,263**	**$31,168**	**$5,606**	**$1,990**	**($2,312)**	**$57,715**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25% and will be updated at the time of Bond issuance.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in years 2023 and 2024 are being funded with Bond proceeds.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Appendix G-7
Major Improvement Area Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (55 Ft)**
Equivalent Units	**0.90**
Assessment	**$19,136.68**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$694	$0	$0	($694)	$0
9/1/24	$0	$1,387	$0	$0	($1,387)	$0
9/1/25	$243	$1,387	$136	$96	$0	$1,863
9/1/26	$259	$1,370	$139	$94	$0	$1,862
9/1/27	$275	$1,351	$142	$93	$0	$1,861
9/1/28	$293	$1,331	$145	$92	$0	$1,861
9/1/29	$312	$1,310	$147	$90	$0	$1,859
9/1/30	$332	$1,287	$150	$89	$0	$1,859
9/1/31	$353	$1,263	$153	$87	$0	$1,857
9/1/32	$377	$1,237	$156	$85	$0	$1,856
9/1/33	$403	$1,210	$160	$83	$0	$1,856
9/1/34	$429	$1,181	$163	$81	$0	$1,854
9/1/35	$458	$1,150	$166	$79	$0	$1,853
9/1/36	$490	$1,117	$169	$77	$0	$1,852
9/1/37	$524	$1,081	$173	$75	$0	$1,852
9/1/38	$563	$1,043	$176	$72	$0	$1,854
9/1/39	$602	$1,002	$180	$69	$0	$1,853
9/1/40	$644	$959	$183	$66	$0	$1,852
9/1/41	$691	$912	$187	$63	$0	$1,853
9/1/42	$741	$862	$191	$59	$0	$1,853
9/1/43	$793	$808	$195	$56	$0	$1,852
9/1/44	$851	$751	$198	$52	$0	$1,852
9/1/45	$914	$689	$202	$48	$0	$1,852
9/1/46	$979	$623	$206	$43	$0	$1,851
9/1/47	$1,052	$552	$211	$38	$0	$1,853
9/1/48	$1,131	$475	$215	$33	$0	$1,854
9/1/49	$1,215	$393	$219	$27	$0	$1,854
9/1/50	$1,304	$305	$223	$21	$0	$1,854
9/1/51	$1,401	$211	$228	$15	$0	$1,854
9/1/52	$1,508	$109	$232	$8	$0	$1,857
Total	**$19,137**	**$28,051**	**$5,046**	**$1,791**	**($2,081)**	**$51,943**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25% and will be updated at the time of Bond issuance.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in years 2023 and 2024 are being funded with Bond proceeds.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Appendix G-8
Major Improvement Area Assessment Roll by Lot Type

Lot Type	**Lot Type 4 (Multifamily)**
Equivalent Units	**0.19**
Assessment	**$4,039.97**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$146	$0	$0	($146)	$0
9/1/24	$0	$293	$0	$0	($293)	$0
9/1/25	$51	$293	$29	$20	$0	$393
9/1/26	$55	$289	$29	$20	$0	$393
9/1/27	$58	$285	$30	$20	$0	$393
9/1/28	$62	$281	$31	$19	$0	$393
9/1/29	$66	$277	$31	$19	$0	$392
9/1/30	$70	$272	$32	$19	$0	$392
9/1/31	$75	$267	$32	$18	$0	$392
9/1/32	$80	$261	$33	$18	$0	$392
9/1/33	$85	$255	$34	$18	$0	$392
9/1/34	$91	$249	$34	$17	$0	$391
9/1/35	$97	$243	$35	$17	$0	$391
9/1/36	$103	$236	$36	$16	$0	$391
9/1/37	$111	$228	$36	$16	$0	$391
9/1/38	$119	$220	$37	$15	$0	$391
9/1/39	$127	$212	$38	$15	$0	$391
9/1/40	$136	$202	$39	$14	$0	$391
9/1/41	$146	$193	$39	$13	$0	$391
9/1/42	$156	$182	$40	$13	$0	$391
9/1/43	$167	$171	$41	$12	$0	$391
9/1/44	$180	$158	$42	$11	$0	$391
9/1/45	$193	$145	$43	$10	$0	$391
9/1/46	$207	$131	$44	$9	$0	$391
9/1/47	$222	$116	$44	$8	$0	$391
9/1/48	$239	$100	$45	$7	$0	$391
9/1/49	$256	$83	$46	$6	$0	$391
9/1/50	$275	$64	$47	$4	$0	$391
9/1/51	$296	$45	$48	$3	$0	$391
9/1/52	$318	$23	$49	$2	$0	$392
Total	**$4,040**	**$5,922**	**$1,065**	**$378**	**($439)**	**$10,966**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25% and will be updated at the time of Bond issuance.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in years 2023 and 2024 are being funded with Bond proceeds.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

APPENDIX H
IMPROVEMENT AREA #1 ASSESSMENT ROLL

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Appendix H-1
Improvement Area #1 Assessment Roll

Parcel	**2850123, 2850122, and part of 2850105**
Equivalent Units	**237.60**
Assessment	**$14,950,000**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/1/23	$390,325	$0	$0	$0	($390,325)	$0
9/1/24	$780,650	$332,693	$51,000	$60,050	($780,650)	$443,743
9/1/25	$941,650	$208,737	$52,020	$60,050	$0	$1,262,457
9/1/26	$941,185	$208,195	$53,060	$59,245	$0	$1,261,685
9/1/27	$940,070	$208,539	$54,122	$58,390	$0	$1,261,121
9/1/28	$940,305	$208,714	$55,204	$57,485	$0	$1,261,708
9/1/29	$939,760	$208,720	$56,308	$56,520	$0	$1,261,308
9/1/30	$939,435	$208,556	$57,434	$55,495	$0	$1,260,920
9/1/31	$939,265	$208,222	$58,583	$54,405	$0	$1,260,475
9/1/32	$939,185	$208,719	$59,755	$53,245	$0	$1,260,904
9/1/33	$939,130	$207,990	$60,950	$52,010	$0	$1,260,080
9/1/34	$939,035	$208,092	$62,169	$50,695	$0	$1,259,990
9/1/35	$939,835	$208,967	$63,412	$49,295	$0	$1,261,509
9/1/36	$939,400	$208,560	$64,680	$47,800	$0	$1,260,440
9/1/37	$939,730	$208,927	$65,974	$46,210	$0	$1,260,841
9/1/38	$940,695	$208,012	$67,293	$44,515	$0	$1,260,515
9/1/39	$941,165	$208,870	$68,639	$42,705	$0	$1,261,379
9/1/40	$941,075	$208,390	$70,012	$40,775	$0	$1,260,252
9/1/41	$942,360	$208,627	$71,412	$38,720	$0	$1,261,119
9/1/42	$942,825	$208,525	$72,841	$36,525	$0	$1,260,715
9/1/43	$944,405	$208,084	$74,297	$34,185	$0	$1,260,971
9/1/44	$945,905	$208,304	$75,783	$31,685	$0	$1,261,677
9/1/45	$947,195	$208,128	$77,299	$29,015	$0	$1,261,637
9/1/46	$948,145	$208,557	$78,845	$26,165	$0	$1,261,712
9/1/47	$950,625	$208,534	$80,422	$23,125	$0	$1,262,706
9/1/48	$952,375	$208,059	$82,030	$19,875	$0	$1,262,339
9/1/49	$954,265	$208,132	$83,671	$16,405	$0	$1,262,473
9/1/50	$957,100	$208,697	$85,344	$12,700	$0	$1,263,841
9/1/51	$959,620	$208,696	$87,051	$8,740	$0	$1,264,107
9/1/52	$960,630	$208,131	$88,792	$4,510	$0	$1,262,063
Total	**$27,617,345**	**$6,169,371**	**$1,978,404**	**$1,170,540**	**($1,170,975)**	**$35,764,684**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.

[2]Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50% and will be updated at the time of Bond issuance.

[3]Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.65% and will be updated at the time of Assessment levy. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Bond proceeds.

[5]Additional Interest is only charged on the portion of the Assessments Associated with the Improvement Area #1 Bonds.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Appendix H-2
Improvement Area #1 Assessment Roll by Parcel

Parcel	**2850123**
Equivalent Units	**50.40**
Assessment	**$3,171,212**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/1/23	$82,796	$0	$0	$0	($82,796)	$0
9/1/24	$165,592	$70,571	$10,818	$12,738	($165,592)	$94,127
9/1/25	$199,744	$44,278	$11,035	$12,738	$0	$267,794
9/1/26	$199,645	$44,162	$11,255	$12,567	$0	$267,630
9/1/27	$199,409	$44,236	$11,480	$12,386	$0	$267,510
9/1/28	$199,459	$44,273	$11,710	$12,194	$0	$267,635
9/1/29	$199,343	$44,274	$11,944	$11,989	$0	$267,550
9/1/30	$199,274	$44,239	$12,183	$11,772	$0	$267,468
9/1/31	$199,238	$44,168	$12,427	$11,540	$0	$267,373
9/1/32	$199,221	$44,274	$12,675	$11,294	$0	$267,464
9/1/33	$199,209	$44,119	$12,929	$11,032	$0	$267,290
9/1/34	$199,189	$44,141	$13,187	$10,753	$0	$267,271
9/1/35	$199,359	$44,326	$13,451	$10,457	$0	$267,593
9/1/36	$199,267	$44,240	$13,720	$10,139	$0	$267,366
9/1/37	$199,337	$44,318	$13,994	$9,802	$0	$267,451
9/1/38	$199,541	$44,124	$14,274	$9,443	$0	$267,382
9/1/39	$199,641	$44,306	$14,560	$9,059	$0	$267,565
9/1/40	$199,622	$44,204	$14,851	$8,649	$0	$267,326
9/1/41	$199,895	$44,254	$15,148	$8,213	$0	$267,510
9/1/42	$199,993	$44,232	$15,451	$7,748	$0	$267,424
9/1/43	$200,328	$44,139	$15,760	$7,251	$0	$267,479
9/1/44	$200,647	$44,186	$16,075	$6,721	$0	$267,628
9/1/45	$200,920	$44,148	$16,397	$6,155	$0	$267,620
9/1/46	$201,122	$44,239	$16,725	$5,550	$0	$267,636
9/1/47	$201,648	$44,234	$17,059	$4,905	$0	$267,847
9/1/48	$202,019	$44,134	$17,400	$4,216	$0	$267,769
9/1/49	$202,420	$44,149	$17,748	$3,480	$0	$267,797
9/1/50	$203,021	$44,269	$18,103	$2,694	$0	$268,087
9/1/51	$203,556	$44,269	$18,465	$1,854	$0	$268,144
9/1/52	$203,770	$44,149	$18,835	$957	$0	$267,710
Total	**$5,858,225**	**$1,308,654**	**$419,661**	**$248,296**	**($248,389)**	**$7,586,448**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.

[2]Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50% and will be updated at the time of Bond issuance.

[3]Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.65% and will be updated at the time of Assessment levy. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Bond proceeds.

[5]Additional Interest is only charged on the portion of the Assessments Associated with the Improvement Area #1 Bonds.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Appendix H-3
Improvement Area #1 Assessment Roll by Parcel

Parcel	**2850122**
Equivalent Units	**18.00**
Assessment	**$1,132,576**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/1/23	$29,570	$0	$0	$0	($29,570)	$0
9/1/24	$59,140	$25,204	$3,864	$4,549	($59,140)	$33,617
9/1/25	$71,337	$15,813	$3,941	$4,549	$0	$95,641
9/1/26	$71,302	$15,772	$4,020	$4,488	$0	$95,582
9/1/27	$71,217	$15,798	$4,100	$4,423	$0	$95,539
9/1/28	$71,235	$15,812	$4,182	$4,355	$0	$95,584
9/1/29	$71,194	$15,812	$4,266	$4,282	$0	$95,554
9/1/30	$71,169	$15,800	$4,351	$4,204	$0	$95,524
9/1/31	$71,156	$15,774	$4,438	$4,122	$0	$95,491
9/1/32	$71,150	$15,812	$4,527	$4,034	$0	$95,523
9/1/33	$71,146	$15,757	$4,617	$3,940	$0	$95,461
9/1/34	$71,139	$15,765	$4,710	$3,841	$0	$95,454
9/1/35	$71,200	$15,831	$4,804	$3,734	$0	$95,569
9/1/36	$71,167	$15,800	$4,900	$3,621	$0	$95,488
9/1/37	$71,192	$15,828	$4,998	$3,501	$0	$95,518
9/1/38	$71,265	$15,758	$5,098	$3,372	$0	$95,494
9/1/39	$71,300	$15,823	$5,200	$3,235	$0	$95,559
9/1/40	$71,294	$15,787	$5,304	$3,089	$0	$95,474
9/1/41	$71,391	$15,805	$5,410	$2,933	$0	$95,539
9/1/42	$71,426	$15,797	$5,518	$2,767	$0	$95,509
9/1/43	$71,546	$15,764	$5,629	$2,590	$0	$95,528
9/1/44	$71,659	$15,781	$5,741	$2,400	$0	$95,582
9/1/45	$71,757	$15,767	$5,856	$2,198	$0	$95,579
9/1/46	$71,829	$15,800	$5,973	$1,982	$0	$95,584
9/1/47	$72,017	$15,798	$6,093	$1,752	$0	$95,660
9/1/48	$72,150	$15,762	$6,214	$1,506	$0	$95,632
9/1/49	$72,293	$15,768	$6,339	$1,243	$0	$95,642
9/1/50	$72,508	$15,810	$6,465	$962	$0	$95,746
9/1/51	$72,698	$15,810	$6,595	$662	$0	$95,766
9/1/52	$72,775	$15,767	$6,727	$342	$0	$95,611
Total	**$2,092,223**	**$467,377**	**$149,879**	**$88,677**	**($88,710)**	**$2,709,446**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.

[2]Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50% and will be updated at the time of Bond issuance.

[3]Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.65% and will be updated at the time of Assessment levy. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Bond proceeds.

[5]Additional Interest is only charged on the portion of the Assessments Associated with the Improvement Area #1 Bonds.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Appendix H-4
Improvement Area #1 Assessment Roll by Parcel

Parcel **Part of 2850105**
Equivalent Units **169.20**
Assessment **$10,646,212**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/1/23	$277,959	$0	$0	$0	($277,959)	$0
9/1/24	$555,917	$236,917	$36,318	$42,763	($555,917)	$315,998
9/1/25	$670,569	$148,646	$37,045	$42,763	$0	$899,022
9/1/26	$670,238	$148,260	$37,785	$42,190	$0	$898,473
9/1/27	$669,444	$148,505	$38,541	$41,581	$0	$898,071
9/1/28	$669,611	$148,630	$39,312	$40,936	$0	$898,489
9/1/29	$669,223	$148,634	$40,098	$40,249	$0	$898,204
9/1/30	$668,992	$148,517	$40,900	$39,519	$0	$897,928
9/1/31	$668,871	$148,279	$41,718	$38,743	$0	$897,611
9/1/32	$668,814	$148,633	$42,553	$37,917	$0	$897,916
9/1/33	$668,774	$148,114	$43,404	$37,037	$0	$897,329
9/1/34	$668,707	$148,186	$44,272	$36,101	$0	$897,266
9/1/35	$669,276	$148,810	$45,157	$35,104	$0	$898,347
9/1/36	$668,967	$148,520	$46,060	$34,039	$0	$897,586
9/1/37	$669,202	$148,781	$46,981	$32,907	$0	$897,872
9/1/38	$669,889	$148,129	$47,921	$31,700	$0	$897,639
9/1/39	$670,224	$148,741	$48,879	$30,411	$0	$898,255
9/1/40	$670,159	$148,399	$49,857	$29,037	$0	$897,452
9/1/41	$671,075	$148,567	$50,854	$27,573	$0	$898,069
9/1/42	$671,406	$148,495	$51,871	$26,010	$0	$897,782
9/1/43	$672,531	$148,181	$52,909	$24,344	$0	$897,964
9/1/44	$673,599	$148,337	$53,967	$22,564	$0	$898,467
9/1/45	$674,518	$148,212	$55,046	$20,662	$0	$898,438
9/1/46	$675,194	$148,518	$56,147	$18,633	$0	$898,492
9/1/47	$676,960	$148,501	$57,270	$16,468	$0	$899,200
9/1/48	$678,206	$148,163	$58,416	$14,153	$0	$898,939
9/1/49	$679,552	$148,215	$59,584	$11,682	$0	$899,034
9/1/50	$681,571	$148,617	$60,776	$9,044	$0	$900,008
9/1/51	$683,366	$148,617	$61,991	$6,224	$0	$900,198
9/1/52	$684,085	$148,214	$63,231	$3,212	$0	$898,742
Total	**$19,666,897**	**$4,393,340**	**$1,408,863**	**$833,566**	**($833,876)**	**$25,468,790**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.
[2]Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50% and will be updated at the time of Bond issuance.
[3]Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.65% and will be updated at the time of Assessment levy. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Bond proceeds.
[5]Additional Interest is only charged on the portion of the Assessments Associated with the Improvement Area #1 Bonds.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Appendix H-5
Improvement Area #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (60 Ft)**
Equivalent Units	**1.00**
Assessment	**$62,920.88**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/1/23	$1,643	$0	$0	$0	($1,643)	$0
9/1/24	$3,286	$1,400	$215	$253	($3,286)	$1,868
9/1/25	$3,963	$879	$219	$253	$0	$5,313
9/1/26	$3,961	$876	$223	$249	$0	$5,310
9/1/27	$3,957	$878	$228	$246	$0	$5,308
9/1/28	$3,958	$878	$232	$242	$0	$5,310
9/1/29	$3,955	$878	$237	$238	$0	$5,309
9/1/30	$3,954	$878	$242	$234	$0	$5,307
9/1/31	$3,953	$876	$247	$229	$0	$5,305
9/1/32	$3,953	$878	$251	$224	$0	$5,307
9/1/33	$3,953	$875	$257	$219	$0	$5,303
9/1/34	$3,952	$876	$262	$213	$0	$5,303
9/1/35	$3,956	$879	$267	$207	$0	$5,309
9/1/36	$3,954	$878	$272	$201	$0	$5,305
9/1/37	$3,955	$879	$278	$194	$0	$5,307
9/1/38	$3,959	$875	$283	$187	$0	$5,305
9/1/39	$3,961	$879	$289	$180	$0	$5,309
9/1/40	$3,961	$877	$295	$172	$0	$5,304
9/1/41	$3,966	$878	$301	$163	$0	$5,308
9/1/42	$3,968	$878	$307	$154	$0	$5,306
9/1/43	$3,975	$876	$313	$144	$0	$5,307
9/1/44	$3,981	$877	$319	$133	$0	$5,310
9/1/45	$3,987	$876	$325	$122	$0	$5,310
9/1/46	$3,991	$878	$332	$110	$0	$5,310
9/1/47	$4,001	$878	$338	$97	$0	$5,314
9/1/48	$4,008	$876	$345	$84	$0	$5,313
9/1/49	$4,016	$876	$352	$69	$0	$5,313
9/1/50	$4,028	$878	$359	$53	$0	$5,319
9/1/51	$4,039	$878	$366	$37	$0	$5,320
9/1/52	$4,043	$876	$374	$19	$0	$5,312
Total	**$116,235**	**$25,965**	**$8,327**	**$4,927**	**($4,928)**	**$150,525**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.
[2]Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50% and will be updated at the time of Bond issuance.
[3]Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.65% and will be updated at the time of Assessment levy. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Bond proceeds.
[5]Additional Interest is only charged on the portion of the Assessments Associated with the Improvement Area #1 Bonds.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Appendix H-6
Improvement Area #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (55 Ft)**
Equivalent Units	**0.90**
Assessment	**$56,628.79**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/1/23	$1,479	$0	$0	$0	($1,479)	$0
9/1/24	$2,957	$1,260	$193	$227	($2,957)	$1,681
9/1/25	$3,567	$791	$197	$227	$0	$4,782
9/1/26	$3,565	$789	$201	$224	$0	$4,779
9/1/27	$3,561	$790	$205	$221	$0	$4,777
9/1/28	$3,562	$791	$209	$218	$0	$4,779
9/1/29	$3,560	$791	$213	$214	$0	$4,778
9/1/30	$3,558	$790	$218	$210	$0	$4,776
9/1/31	$3,558	$789	$222	$206	$0	$4,775
9/1/32	$3,558	$791	$226	$202	$0	$4,776
9/1/33	$3,557	$788	$231	$197	$0	$4,773
9/1/34	$3,557	$788	$235	$192	$0	$4,773
9/1/35	$3,560	$792	$240	$187	$0	$4,778
9/1/36	$3,558	$790	$245	$181	$0	$4,774
9/1/37	$3,560	$791	$250	$175	$0	$4,776
9/1/38	$3,563	$788	$255	$169	$0	$4,775
9/1/39	$3,565	$791	$260	$162	$0	$4,778
9/1/40	$3,565	$789	$265	$154	$0	$4,774
9/1/41	$3,570	$790	$271	$147	$0	$4,777
9/1/42	$3,571	$790	$276	$138	$0	$4,775
9/1/43	$3,577	$788	$281	$129	$0	$4,776
9/1/44	$3,583	$789	$287	$120	$0	$4,779
9/1/45	$3,588	$788	$293	$110	$0	$4,779
9/1/46	$3,591	$790	$299	$99	$0	$4,779
9/1/47	$3,601	$790	$305	$88	$0	$4,783
9/1/48	$3,607	$788	$311	$75	$0	$4,782
9/1/49	$3,615	$788	$317	$62	$0	$4,782
9/1/50	$3,625	$791	$323	$48	$0	$4,787
9/1/51	$3,635	$791	$330	$33	$0	$4,788
9/1/52	$3,639	$788	$336	$17	$0	$4,781
Total	**$104,611**	**$23,369**	**$7,494**	**$4,434**	**($4,436)**	**$135,472**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.
[2]Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50% and will be updated at the time of Bond issuance.
[3]Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.65% and will be updated at the time of Assessment levy. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Bond proceeds.
[5]Additional Interest is only charged on the portion of the Assessments Associated with the Improvement Area #1 Bonds.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Appendix H-7
Improvement Area #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 3 (Townhomes)**
Equivalent Units	**0.60**
Assessment	**$37,752.53**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/1/23	$986	$0	$0	$0	($986)	$0
9/1/24	$1,971	$840	$129	$152	($1,971)	$1,121
9/1/25	$2,378	$527	$131	$152	$0	$3,188
9/1/26	$2,377	$526	$134	$150	$0	$3,186
9/1/27	$2,374	$527	$137	$147	$0	$3,185
9/1/28	$2,375	$527	$139	$145	$0	$3,186
9/1/29	$2,373	$527	$142	$143	$0	$3,185
9/1/30	$2,372	$527	$145	$140	$0	$3,184
9/1/31	$2,372	$526	$148	$137	$0	$3,183
9/1/32	$2,372	$527	$151	$134	$0	$3,184
9/1/33	$2,372	$525	$154	$131	$0	$3,182
9/1/34	$2,371	$525	$157	$128	$0	$3,182
9/1/35	$2,373	$528	$160	$124	$0	$3,186
9/1/36	$2,372	$527	$163	$121	$0	$3,183
9/1/37	$2,373	$528	$167	$117	$0	$3,184
9/1/38	$2,375	$525	$170	$112	$0	$3,183
9/1/39	$2,377	$527	$173	$108	$0	$3,185
9/1/40	$2,376	$526	$177	$103	$0	$3,182
9/1/41	$2,380	$527	$180	$98	$0	$3,185
9/1/42	$2,381	$527	$184	$92	$0	$3,184
9/1/43	$2,385	$525	$188	$86	$0	$3,184
9/1/44	$2,389	$526	$191	$80	$0	$3,186
9/1/45	$2,392	$526	$195	$73	$0	$3,186
9/1/46	$2,394	$527	$199	$66	$0	$3,186
9/1/47	$2,401	$527	$203	$58	$0	$3,189
9/1/48	$2,405	$525	$207	$50	$0	$3,188
9/1/49	$2,410	$526	$211	$41	$0	$3,188
9/1/50	$2,417	$527	$216	$32	$0	$3,192
9/1/51	$2,423	$527	$220	$22	$0	$3,192
9/1/52	$2,426	$526	$224	$11	$0	$3,187
Total	**$69,741**	**$15,579**	**$4,996**	**$2,956**	**($2,957)**	**$90,315**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.
[2]Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50% and will be updated at the time of Bond issuance.
[3]Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.65% and will be updated at the time of Assessment levy. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Bond proceeds.
[5]Additional Interest is only charged on the portion of the Assessments Associated with the Improvement Area #1 Bonds.

Attachment: Draft Ordinance (Ten Mile Creek MIA – Levy Ordinance)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	Ten Mile Creek IA #1 - Levy Ordinance

Action Requested:
The Celina City Council will conduct a public hearing to consider testimony and act upon an Ordinance accepting and approving a final Ten Mile Creek Public Improvement District Service and Assessment Plan, including the Improvement Area #1 assessment roll; making a finding of special benefit to property within Improvement Area #1 of the Ten Mile Creek Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Improvement Area #1 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Ten Mile Creek IA #1 – Levy Ordinance) (Pollard)

Background:
Please refer to the attachment for additional information.

Supporting Documents:
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND IMPROVEMENT AREA #1 ASSESSMENT ROLL FOR THE TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN IMPROVEMENT AREA #1 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN IMPROVEMENT AREA #1 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district consisting of certain property located within the extraterritorial jurisdiction of the City; and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the record owner of taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on March 15, 2022, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2022-14R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Ten Mile Creek Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, on March 18, 2022, the City Secretary filed a copy of Resolution 2022-14R with the County Clerk of each county in which all or a part of the District is located; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, on February 14, 2023, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed assessment roll for Improvement Area #1 of District; calling for a public hearing to consider an ordinance levying assessments on property within Improvement Area #1 of the District (the "Assessments"); authorizing and directing the City Secretary of the City to file the proposed assessment roll for Improvement Area #1 of the District and make such assessment roll available for public inspection; authorizing and directing

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

the publication of notice of a public hearing to consider the levying of the Assessments against the property within Improvement Area #1 of the District (the "Levy and Assessment Hearing"); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on February 15, 2023, the City Secretary filed the Improvement Area #1 Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on February 20, 2023 in the *Celina Record*, a newspaper of general circulation in the City and in the part of the City's extraterritorial jurisdiction in which the District is located or in which the Improvement Area #1 Projects (as defined herein) are located; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened the Levy and Assessment Hearing on March 14, 2023, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Improvement Area #1 Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the improvements to be undertaken for the benefit of the Improvement Area #1 Assessed Property (as defined in the Service and Assessment Plan) (the "Improvement Area #1 Projects"), the purposes of the Assessments, the special benefits of the Improvement Area #1 Projects, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Improvement Area #1 Assessment Roll and the Ten Mile Creek Public Improvement District Service and Assessment Plan, dated March 14, 2023, in a form substantially similar to the attached ***Exhibit A*** (as updated, the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Improvement Assessment #1 Roll attached thereto as Appendix H (the "Improvement Area #1 Assessment Roll"); and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Improvement Area #1 Projects (as described in the Service and Assessment Plan), the Improvement Area #1 Assessment Roll, or the levy of the Assessments against the Improvement Area #1 Assessed Property; and

WHEREAS, the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within Improvement Area #1 of the District, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

acceptance of the Service and Assessment Plan, approval of the Improvement Area #1 Assessment Roll, approval of this Ordinance, and approval of the levy of the Assessments against their property located within Improvement Area #1 of the District; and

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

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

Section 1. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Improvement Area #1 Projects (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel within the Improvement Area #1 Assessed Property will receive from the construction of the Improvement Area #1 Projects identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Improvement Area #1 Projects, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended;

(c) The Service and Assessment Plan apportions the Actual Costs of the Improvement Area #1 Projects to be assessed against the Improvement Area #1 Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the Improvement Area #1 Assessed Property because of the Improvement Area #1 Projects;

(d) All of the real property in Improvement Area #1 of the District which is being assessed in the amounts shown in the Improvement Area #1 Assessment Roll, will be benefited by the Improvement Area #1 Projects proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Improvement Area #1 Assessed Property will receive special benefits during the term of the Improvement Area #1 Assessments equal to or greater than the total amount assessed;

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

(e) The method of apportionment of the Actual Costs of the Improvement Area #1 Projects and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Improvement Area #1 Projects and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Improvement Area #1 Assessment Roll should be approved as the assessment roll for the Improvement Area #1 Assessed Property within the Improvement Area #1 of the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of the Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for the Improvement Area #1 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Assessment Roll.

The Improvement Area #1 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the assessment roll for the Improvement Area #1 of the District.

Section 5. Levy and Payment of Assessments for Actual Costs of the improvement Area #1 Projects.

(a) The City Council hereby levies an assessment on each parcel of Improvement Area #1 Assessed Property (excluding Non-Benefitted Property, as defined in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Improvement Area #1 Assessment Roll, in the respective

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

amounts shown on the Improvement Area #1 Assessment Roll, as a special assessment on the properties set forth in the Improvement Area #1 Assessment Roll.

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

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

(d) Each Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for the Improvement Area #1 Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. **Method of Assessment**.

The method of apportioning the Actual Costs of the Improvement Area #1 Projects and Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. **Penalties and Interest on Delinquent Assessments.**

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

Section 8. **Prepayments of Assessments**.

As provided in Section VI of the Service and Assessment Plan, the owner of any Improvement Area #1 Assessed Property subject to an Assessment may prepay the Assessments levied by this Ordinance.

Section 9. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Improvement Area #1 Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Improvement Area #1 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

taxes under applicable law. The Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Administrator and Collector of Assessments.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Collin County Tax Assessor and Collector is hereby appointed and designated as the collector of the Assessments.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the City.

Section 12. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Improvement Area #1 Assessment Roll, to be recorded in the real property records of Collin County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage hereof.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

PASSED AND ADOPTED, this the 14th day of March, 2023.

CITY OF CELINA, TEXAS

Sean Terry, Mayor

ATTEST:

Lauren Vaughns, City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2023 by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

Notary Public, State of Texas

(SEAL)

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

EXHIBIT A

Service and Assessment Plan

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

SERVICE AND ASSESSMENT PLAN

March 14, 2023

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

TEN MILE CREEK
PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On March 15, 2022, the City Council of the City of Celina, Texas passed and approved Resolution No. 2022-14R approving and authorizing the creation of the Ten Mile Creek Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in such public improvement district, all of which was located within the extraterritorial jurisdiction of the City at the time the PID was created.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property is developed. Assessments will be imposed on the property that receives a special benefit from the Authorized Improvements for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. This Ten Mile Creek Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

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

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

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

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

B. DEFINITIONS

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

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

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

"Additional Interest" means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest Reserve" has the meaning set forth in Section V.G of this Service and Assessment Plan.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

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

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessment Rolls attached hereto as Appendix G and Appendix H, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest Component designated for the Additional Interest Reserve described in Section V of this Service and Assessment Plan, if applicable, and (iii) the Administrative Expenses.

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

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

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means each Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments against the respective Assessed Property.

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

"Assessment Roll" means, as applicable, the Improvement Area #1 Assessment Roll, the Major Improvement Area Assessment Roll, or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

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

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

"Budgeted Cost(s)" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"County" means Collin County, Texas.

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

"Developer" means, together, the Single-Family Developer and the Multi-Family Developer.

"Development Agreement" means that certain Development Agreement (Belknap Tract) by and between the City and CCD – Coit Land, LLC, approved by the City on September 14, 2021, as partially assigned to CCD – Ten Mile Creek, LLC, as assigned, amended, or otherwise modified, and related to development of the property within the PID.

"Equivalent Units" mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

"Future Improvement Area(s)" means Improvement Areas that are fully developed after Improvement Area #1, as such areas are generally depicted and described in Appendix A.

"Future Improvement Area Bonds" mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Future Improvement Area. In connection with the Future Improvement Area Bonds, Assessments will be levied only on Parcels located within the Future Improvement Area in question.

"Future Improvement Area Improvements" mean those Authorized Improvements associated with any Future Improvement Area(s).

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

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

"Improvement Area" means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within an Improvement Area will be assessed in connection with the issuance of Bonds or upon the execution of a reimbursement agreement related to such Improvement Area for Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Improvement Area.

"Improvement Area #1" means the initial improvement area to be developed and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix H.

"Improvement Area #1 Assessed Property" means all Parcels within Improvement Area #1 other than Non-Benefited Property and shown in the Improvement Area #1 Assessment Roll against which an Assessment relating to the Improvement Area #1 Projects is levied.

"Improvement Area #1 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Improvement Area #1 Assessed Property, or the Annual Installments thereof, for the Improvement Area #1 Projects.

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

"Improvement Area #1 Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project) that are secured primarily by Improvement Area #1 Assessment Revenues. The term Improvement Area #1 Bonds may also include any additional bonds issued in the future to construct or acquire the Improvement Area #1 Projects currently being constructed pursuant to the Improvement Area #1 Reimbursement Agreement and which, if issued, will also be secured by the Improvement Area #1 Assessment Revenues.

"Improvement Area #1 Improvements" mean the Authorized Improvements which only benefit Improvement Area #1 Assessed Property, which are described in Section III.C.

"Improvement Area #1 Maximum Assessment Per Unit" means for Improvement Area #1, an Assessment per unit related to the Improvement Area #1 Projects for each applicable Lot Type as follows:

Lot Type 1 (60 Ft) - $62,920.88

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Lot Type 2 (55 Ft) - $56,628.79
Lot Type 3 (Townhomes) - $37,752.53

"Improvement Area #1 Projects" mean (i) the pro rata portion of the Major Improvements allocable to Improvement Area #1, and (ii) the Improvement Area #1 Improvements.

"Improvement Area #1 Reimbursement Agreement" means that certain Ten Mile Creek Public Improvement District Improvement Area #1 Reimbursement Agreement dated March 14, 2023 by and between the City and the Single-Family Developer in which the Single-Family Developer agrees to fund certain Actual Costs of Improvement Area #1 Projects and the City agrees to reimburse the Single-Family Developer for a portion of such Actual Costs funded by the Single-Family Developer with interest as permitted by the PID Act.

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

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

"Major Improvement Area" means the property within the PID excluding Improvement Area #1 which is to be developed subsequent to Improvement Area #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

"Major Improvement Area Assessed Property" means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Improvement Area #1.

"Major Improvement Area Assessment Revenues" mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against the Major Improvement Area Assessed Property, or the Annual Installments thereof, for the Major Improvement Area Projects.

"Major Improvement Area Assessment Roll" means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Major Improvement Area Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Major Improvement Area Project) that are secured primarily by Major Improvement Area Assessment Revenues.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

"Major Improvement Area Projects" mean the pro rata portion of the Major Improvements allocable to the Major Improvement Area, which are described in Section III.B.

"Major Improvements" mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

"Multi-Family Developer" means CCD – Coit Land, LLC, a Texas limited liability company.

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.F. See Section II.C for additional details.

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

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

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

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

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

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

"Single-Family Developer" means CCD – Ten Mile Creek, LLC, a Texas limited liability company.

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

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

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Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the extraterritorial jurisdiction of the City and contains approximately 209.27 acres of land. A map of the property within the PID is shown on Appendix A and further described in Appendix C to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 490 residential units and townhomes, 861 multifamily units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development – PID

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	110	Units
Single-Family - 55 Ft	266	Units
Townhomes	114	Units
Multifamily	861	Units
Total	**1,351**	**Units**

B. PROPERTY INCLUDED IN IMPROVEMENT AREA #1

Improvement Area #1 consists of approximately 82.83 acres and is projected to consist of 296 single family residential units and townhomes, as further described in Section III. A map of the property within Improvement Area #1 is shown in Appendix A and further described in Appendix C.

The property within Improvement Area #1 is proposed to be developed as follows:

Table II-B
Proposed Development – Improvement Area #1

Proposed Development	Quantity	Measurement
Single-Family – 60 Ft	54	Units
Single-Family - 55 Ft	128	Units
Townhomes	114	Units
Total	**296**	**Units**

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

C. Property Included in the Major Improvement Area (Future Improvement Areas)

The Major Improvement Area consists of (i) approximately 107.76 acres projected to consist of approximately 194 single family residential units and approximately 861 multifamily units, and (ii) approximately 18.68 acres of Non-Benefitted Property. A map of the property within the Major Improvement Area is shown in Appendix A and further described in Appendix C.

The property within the Major Improvement Area is proposed to be developed as follows:

Table II-C
Proposed Development – Major Improvement Area

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	56	Units
Single-Family - 55 Ft	138	Units
Multifamily	861	Units
Total	**1,055**	**Units**

As Future Improvement Areas are developed, Future Improvement Area Bonds may be issued and/or related reimbursement agreements may be executed for each new Improvement Area. In connection with the issuance of Future Improvement Area Bonds and/or each related reimbursement agreement, this Service and Assessment Plan will be updated to add additional details of each Future Improvement Area as shown for Improvement Area #1 in Section II.B. A map of the projected property within each Future Improvement Area is shown in Appendix A. The Future Improvement Areas are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix G and Appendix H and additional Assessment Rolls may be added to this Service and Assessment Plan as the Future Improvement Area(s) are developed.

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

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Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

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

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B and III.C and shown in the opinion of probable costs shown in Appendix B and on the diagrams included as Appendix D for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

B. Descriptions and Costs of Major Improvements

The Major Improvements benefit the entire PID. The costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Improvement Area #1 and Major Improvement Area will be proportionally allocated the costs of the Major Improvements, as shown on Table III-A.

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

A description of the Major Improvements are as follows:

Roadway Improvements

The roadway improvement portion of the Major Improvements consists of the construction of entrance road improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvement portion of the Major Improvements consists of construction and installation of waterlines, mains, pipes, valves, and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Major Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Major Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, and storm water detention facilities which benefit the Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Major Improvements consist of site preparation, signage, district formation costs, contingency, maintenance bonds, platting, permitting, engineering, staking and other soft costs.

Table III-A
Budgeted Costs – Major Improvements

Authorized Improvements	Total Major Improvement Costs	Improvement Area #1 Allocated Amount[1]	Major Improvement Area Allocated Amount[1]
Roadway improvements	$3,006,452	$1,228,664	$1,777,788
Water improvements	$958,692	$391,794	$566,898
Storm drainage improvements	$886,074	$362,117	$523,957
Sanitary sewer improvements	$1,829,761	$747,779	$1,081,982
Other soft and miscellaneous costs	$2,003,027	$818,588	$1,184,438
Total Authorized Improvements	**$8,684,006**	**$3,548,943**	**$5,135,063**

Note: Costs provided by KFM Engineering. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Major Improvements amount does not change.
[1]Allocation of Major Improvements are based on the methodologies described in V.C and shown in Table V-A.

C. Descriptions and Costs of Improvement Area #1 Improvements

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

Roadway Improvements

The road improvement portion of the Improvement Area #1 Improvements consists of the construction of road improvements, including related excavation, paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Improvement Area #1 Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvements portion of the Improvement Area #1 Improvements consists of construction and installation of a looped water main network, which includes waterlines, valves, fire hydrants, and appurtenances, necessary for the portion of the water distribution system that will service the Improvement Area #1 Assessed Property. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Improvement Area #1 Improvements consists of construction and installation of various sized sanitary sewer pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Improvement Area #1 Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Improvement Area #1 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, junction boxes, inlets, headwalls, and appurtenances necessary to provide adequate drainage to the Improvement Area #1 Assessed Property constructed within the boundaries of the PID. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Improvement Area #1 Improvements consist of site preparation, signage, district formation costs, contingency, maintenance bonds, platting, permitting, engineering, staking and other soft costs.

Table III-B
Budgeted Costs – Improvement Area #1 Projects

Authorized Improvements	Improvement Area #1's Proportional Share of Major Improvements[1]	Improvement Area #1 Improvements	Total Improvement Area #1 Projects[2]
Roadway improvements	$1,228,664	$3,935,600	$5,164,264
Water improvements	$391,794	$1,949,120	$2,340,914
Sanitary sewer improvements	$362,117	$1,083,705	$1,445,822
Storm drainage improvements	$747,779	$1,752,083	$2,499,862
Other soft and miscellaneous costs	$818,588	$2,627,640	$3,446,228
Total Authorized Improvements	**$3,548,943**	**$11,348,148**	**$14,897,091**

[1] See Table III-A. Allocation of Major Improvements are based on the methodologies described in V.C and shown in Table V-A.
[2]Costs provided by KFM Engineering. The figures shown in Table III-B may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Improvement Area #1 Improvements amount does not change.

D. Future Improvement Areas

As Future Improvement Areas are developed and Future Improvement Area Bonds are issued and/or related reimbursement agreements are executed, this Service and Assessment Plan will be amended to identify the specific Future Improvement Area Improvements that confer a special benefit to the property inside each Future Improvement Area (e.g. a Table III-C will be added to show the costs

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for the Future Improvement Area Improvements financed within the specific Future Improvement Area being developed.)

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IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. It is anticipated that construction of the Major Improvement Area Projects will be completed in the fourth quarter of 2023. It is anticipated that construction of the Improvement Area #1 Projects will be completed in the fourth quarter of 2023. At some point after all or a portion of the Major Improvement Area Projects and Improvement Area #1 Projects are constructed, development in Future Improvement Areas will begin, with each Future Improvement Area to be subsequently developed corresponding to the Service and Assessment Plan to be updated with that development.

The Budgeted Costs for Major Improvements Area Projects plus costs related to the issuance of the Major Improvement Area Bonds and payment of expenses incurred in the establishment, administration and operation of the PID allocable to the Major Improvement Area is $7,310,000 as shown in Table IV-A. The Budgeted Costs for the Improvement Area #1 Projects plus costs related to the issuance of the Improvement Area #1 Bonds and the expenses incurred in the establishment, administration, and operation of the PID allocable to Improvement Area #1 are $18,159,596 as shown in Table IV-B. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the Budgeted Costs of the Authorized Improvements, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

As Future Improvement Areas are developed in connection with the issuance of Future Improvement Area Bonds and/or execution of a related reimbursement agreement, this Service and Assessment Plan will be amended (e.g. Table IV-C will be amended to show the sources and uses for the Future Improvement Area Improvements financed within the specific Future Improvement Area being developed, etc.).

The Major Improvement Area Bonds shown in Table IV-A are being issued in 2023 and will be used to finance the costs of Major Improvement Area Projects.

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Table IV-A
Projected Sources and Uses – Major Improvement Area

Sources of Funds	Major Improvement Area Bonds
Par amount	$7,310,000
Total Sources	**$7,310,000**
Uses of Funds	
Major Improvement Area Projects[1]:	
Road improvements	$1,777,788
Water improvements	$566,898
Sanitary sewer improvements	$523,957
Storm drainage improvements	$1,081,982
Other soft and miscellaneous costs	$1,184,438
Subtotal	*$5,135,063*
Bond Issuance Costs:	
Cost of issuance	$437,700
Capitalized interest	$794,963
Reserve fund	$622,975
Administrative Expenses	$100,000
Underwriters discount	$219,300
Subtotal	*$2,174,937*
Total Uses	**$7,310,000**

[1]See Table III-A for details.

The Improvement Area #1 Bonds shown in Table IV-B are being issued in 2023 and will be used to finance a portion of the costs of the Improvement Area #1 Projects. The City and the Developer are entering into the Improvement Area #1 Reimbursement Agreement in 2023 to finance a portion of the costs of the Improvement Area #1 Projects, as shown in Table IV-B.

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Table IV-B
Projected Sources and Uses – Improvement Area #1

Sources of Funds	Improvement Area #1 Bonds	Improvement Area #1 Reimbursement Agreement	Total
Par amount	$12,010,000	$0	$12,010,000
Assessment	$0	$2,940,000	$2,940,000
Other funding sources[1]	$0	$3,209,596	$3,209,596
Total Sources	**$12,010,000**	**$6,149,596**	**$18,159,596**
Uses of Funds			
Improvement Area #1 Improvements[2]:			
Road improvements	$1,802,887	$2,132,714	$3,935,600
Water improvements	$892,886	$1,056,234	$1,949,120
Sanitary sewer improvements	$496,442	$587,263	$1,083,705
Storm drainage improvements	$802,624	$949,459	$1,752,083
Other soft and miscellaneous costs	$1,203,714	$1,423,926	$2,627,640
Subtotal	*$5,198,552*	*$6,149,596*	*$11,348,148*
Major Improvements[2]:			
Road improvements	$1,228,664	$0	$1,228,664
Water improvements	$391,794	$0	$391,794
Sanitary sewer improvements	$362,117	$0	$362,117
Storm drainage improvements	$747,779	$0	$747,779
Other soft and miscellaneous costs	$818,588	$0	$818,588
Subtotal	*$3,548,943*	*$0*	*$3,548,943*
Bond Issuance Costs:			
Cost of issuance	$720,600	$0	$720,600
Capitalized interest	$1,170,975	$0	$1,170,975
Reserve fund	$960,630	$0	$960,630
Administrative Expenses	$50,000	$0	$50,000
Underwriters discount	$360,300	$0	$360,300
Subtotal	*$3,262,505*	*$0*	*$3,262,505*
Total Uses	**$12,010,000**	**$6,149,596**	**$18,159,596**

[1]The other funding sources, if any, represent projects costs of the Improvement Area #1 Projects to be paid by the Developer without reimbursement from the City.
[2] See Table III-B for details.

As Future Improvement Areas are developed, Future Improvement Area Bonds may be issued and/or a reimbursement agreement may be executed to finance the Authorized Improvements required for each new Future Improvement Area.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

B. Projected Five Year Service Plan

Major Improvement Area

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

Table IV-C
Annual Projected Costs and Annual Projected Indebtedness
Major Improvement Area

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Major Improvement Area Annual Installments
2023[1]	$7,310,000	$7,310,000	$0	$0
2024[1]	$0	$0	$0	$0
2025	$0	$0	$0	$711,545
2026	$0	$0	$0	$711,378
2027	$0	$0	$0	$710,767
2028	$0	$0	$0	$710,712
2029	$0	$0	$0	$710,136
Total	**$7,310,000**	**$7,310,000**	**$0**	**$3,554,537**

[1]Administrative Expenses in year 2023 and 2024 are being funded with Bond proceeds, and interest on the Major Improvement Area Bonds for year 2023 and 2024 is being funded with capitalized interest.

The annual projected costs shown in Table IV-C are the annual expenditures relating to Major Improvement Area's proportional share of Major Improvements, referred to as the Major Improvement Area Projects, shown in Table III-A, and the costs associated with setting up the PID allocable to the Major Improvement Area and bond issuance costs including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Improvement Area #1

The annual projected costs and annual projected indebtedness for Improvement Area #1 is shown in Table IV-D. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-D
Annual Projected Costs and Annual Projected Indebtedness
Improvement Area #1

Year	Annual Projected Cost	Annual Projected Indebtedness[1]	Other Funding Sources[2]	Projected Improvement Area #1 Annual Installments
2023[3]	$18,159,596	$14,950,000	$3,209,596	$0
2024[3]	$0	$0	$0	$443,743
2025	$0	$0	$0	$1,262,457
2026	$0	$0	$0	$1,261,685
2027	$0	$0	$0	$1,261,121
2028	$0	$0	$0	$1,261,708
2029	$0	$0	$0	$1,261,308
Total	**$18,159,596**	**$14,950,000**	**$3,209,596**	**$6,752,021**

[1]Includes amounts to be paid from assessments related to both the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.
[2]The other funding sources, if any, represent project costs of the Improvement Area #1 Projects to be paid by the Developer without reimbursement from the City.
[3]Administrative Expenses in year 2023 are being funded with Bond proceeds, and interest on the Improvement Area #1 Bonds for year 2023 and 2024 is being funded with capitalized interest. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Improvement Area #1 Projects shown in Table III-B, and the costs associated with setting up the PID allocable to Improvement Area #1 and bond issuance costs including reserves shown in Table IV-B. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

C. PID Assessment Notice

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan update include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice"). The PID Assessment Notice is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

V. ASSESSMENT PLAN

A. INTRODUCTION

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

The proposed bond issuance program entails a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the issuance of the Improvement Area #1 Bonds and the Major Improvement Area Bonds anticipated being issued in 2023, subsequent financings may be issued over the upcoming decade as the Future Improvement Areas of the development are gradually constructed.

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

For purposes of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements shall be allocated as described below:

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

2. The costs of the Major Improvements are proportionally allocated to the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property based on the ratio of Equivalent Units for the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property.

3. The Major Improvement Area Assessed Property's proportional share of the costs for the Major Improvements is allocated to each Parcel within the Major Improvement Area Assessed Property based on the total estimated Equivalent Units for each Parcel.

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4. The Improvement Area #1 Projects costs are allocated to each Parcel within the Improvement Area #1 Assessed Property based on the total estimated Equivalent Units for each Parcel within Improvement Area #1.

5. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken into consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home prices provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the Authorized Improvements.

6. The Assessed Property is classified into different Lot Types as described in Appendix F based on the type and size of proposed development on each Parcel.

7. Equivalent Units are calculated for each Lot Type based on the relative average home value of each Lot Type.

Table V-A provides the estimated allocation of costs of the Major Improvements between the Major Improvement Area and Improvement Area #1.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Improvement Areas will receive from the direct Authorized Improvements that will benefit each individual Improvement Area and that are to be financed with Future Improvement Area Bonds. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Improvement Area #1 Projects and Major Improvement Area Projects.

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

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Major Improvement Area Projects and the Improvement Area #1 Projects, as applicable, (ii) provides the basis and justification for the

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determination that this special benefit exceeds the amount of the Assessments levied or to be levied on the Improvement Area #1 Assessed Property and the Major Improvement Area Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvement Area Projects and the Improvement Area #1 Projects to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Improvement Areas are developed, in connection with the issuance of Future Improvement Area Bonds and/or execution of a related reimbursement agreement this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Improvement Area.

B. Special Benefit

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

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

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

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

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Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

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

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

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

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

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

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6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Allocation of Costs to Assessed Property

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

Improvement Area #1 is projected to contain 296 residential units and the Major Improvement Area is projected to contain 1,055 residential units. As shown in Appendix F, the total projected Equivalent Units for Improvement Area #1 is calculated as 237.60 and the total projected Equivalent Units for the Major Improvement Area is calculated as 343.79. The total projected Equivalent Units in the PID is, therefore, calculated to be 581.39 (i.e., 237.60 + 343.79 = 581.39). As a result, 40.87 percent of the Budgeted Costs of the Major Improvements (i.e. 237.60 ÷ 581.39 = 40.87%) are allocated to the Improvement Area #1 Assessed Property and 59.13 percent of the Budgeted Costs of the Major Improvements (i.e., 343.79 ÷ 581.39 = 59.13%) are allocated to the Major Improvement Area Assessed Property. The Major Improvement Area Bonds will fund the Budgeted Costs of the Major Improvement Area Projects. The Improvement Area #1 Bonds, obligations under the Improvement Area #1 Reimbursement Agreement, and developer contributions will fund the Budgeted Costs of the Improvement Area #1 Projects. One hundred percent (100%) of the Improvement Area #1 Improvements are allocated to the Improvement Area #1 Assessed Property.

Table V-A
Allocation of Major Improvement Costs

Authorized Improvement	Total
Road improvements	$3,006,452
Water improvements	$958,692
Offsite sanitary sewer improvements	$886,074
Storm drainage improvements	$1,829,761
Other soft and miscellaneous costs	$2,003,027
Total Major Improvements[1]	**$8,684,006**
Improvement Area #1	
Projected total number of Equivalent Units	237.60
% of total Equivalent Units	40.87%
Proportionate Share of Costs	$3,548,943
Major Improvement Area (Future Improvement Areas)	
Projected total number of Equivalent Units	343.79
% of total Equivalent Units	59.13%
Proportionate Share of Costs	$5,135,063

[1]See Table III-A for details.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

D. ASSESSMENT METHODOLOGY

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

1. Assessment Methodology for the Major Improvement Area Projects

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Major Improvement Area Projects to be financed with the Major Improvement Area Bonds shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Assessment across the Parcels within the Major Improvement Area based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Major Improvement Area Projects, as set forth in Table III-A, the City Council has determined that the benefit to the Major Improvement Area Assessed Property of the Major Improvement Area Projects is at least equal to the Assessments levied on the Major Improvement Area Assessed Property.

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

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

2. Assessment Methodology for the Improvement Area #1 Projects

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Improvement Area #1 Projects to be financed with the Improvement Area #1 Bonds and by the Developer under the Improvement Area #1 Reimbursement Agreement shall be allocated to the Improvement Area #1 Assessed Property by spreading the entire Assessment across the Parcels within Improvement Area #1 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Improvement Area #1 Projects, as set forth in Table III-B, the City Council has determined that the benefit to Improvement Area #1 Assessed Property of the Improvement Area #1 Projects is at least equal to the Assessments levied on the Improvement Area #1 Assessed Property.

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Upon subsequent divisions of any Parcel within Improvement Area #1, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

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

3. Assessment Methodology for Future Improvement Areas

When any given Future Improvement Areas are developed, and Future Improvement Area Bonds for that Future Improvement Area are to be issued and/or a related reimbursement agreement is executed, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Future Improvement Area.

E. ASSESSMENTS

The Assessments will be levied on each Parcel of Assessed Property within the Major Improvement Area and Improvement Area #1 according to the Assessment Rolls, attached hereto as Appendix G and Appendix H, respectively. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Assessment Rolls, subject to any revisions made during an Annual Service Plan Update. Non-Benefitted Property will not be subject to any Assessments.

See Appendix F for Assessment per Equivalent Unit, leverage, and estimated tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

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

G. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for any portion of the Assessments which secure a series of Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments that secure the Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

costs. The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the applicable Trust Indenture. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected on any portion of an Assessment which secures a reimbursement obligation and not a series of Bonds.

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Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA

The Assessment and Annual Installments for each Assessed Property located within the Major Improvement Area are shown on the Major Improvement Area Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from the Major Improvement Area Assessed Property in an amount sufficient to pay (i) principal of and interest on the Major Improvement Area Bonds, (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel in the Major Improvement Area shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN IMPROVEMENT AREA #1

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

The Annual Installments shall be collected from the Improvement Area #1 Assessed Property in an amount sufficient to pay (i) principal of and interest on the Improvement Area #1 Bonds, (ii) principal and interest on the Improvement Area #1 Reimbursement Agreement (iii) to fund the Additional Interest Reserve (with respect to the portion of the assessment securing the Improvement Area #1 Bonds) described in Section V, and (iv) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel in the Improvement Area #1 shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE IMPROVEMENT AREAS

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

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Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

D. REALLOCATION OF ASSESSMENTS

1. Subdivision

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

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

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

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

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

2. Consolidation

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

E. MANDATORY PREPAYMENT OF ASSESSMENTS

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

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2. If at any time the Assessment per Equivalent Unit on a Parcel exceeds the applicable Improvement Area #1 Maximum Assessment Per Equivalent Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Unit for the Parcel exceeds the applicable Improvement Area #1 Maximum Assessment per Unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

F. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or reimbursement agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs or Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/or related reimbursement agreement, resulting in excess Bond proceeds being available to redeem Bonds and/or reduce obligations under a reimbursement agreement, as the case may be, and such excess proceeds shall be applied to redeem Bonds and/or the obligations under a reimbursement agreement may be reduced as provided in the Trust Indenture or the terms of the reimbursement agreement, then the Assessment securing such series of Bonds and/or related reimbursement agreement for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or amounts due under a related reimbursement agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bonds proceeds being available to redeem Bonds and/or a need to reduce the obligations under a reimbursement agreement, and such excess proceeds shall be applied to redeem Bonds and/or reduce obligations under a reimbursement agreement, as the case may be, as provided in the Trust Indenture or the terms of the reimbursement agreement, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds and/or repay obligations under a reimbursement agreement, including interest on the Bonds (including Additional Interest) and/or interest due under a reimbursement agreement and Administrative Expenses. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or repay the

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obligations under a reimbursement agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under a reimbursement agreement is equal to the outstanding principal amount of the Bonds and/or reimbursement agreement.

G. PAYMENT OF ASSESSMENTS

1. Payment in Full

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

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

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

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

2. Payment in Annual Installments

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

Each Assessment for the Major Improvement Area Assessed Property shall be paid with an interest rate not more than the actual interest rate paid on the Major Improvement Area Bonds. The Major Improvement Area Assessment Roll sets forth for each year the Annual Installment for each Parcel within the Major Improvement Area based on an interest rate of 7.25% and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments related

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to the Major Improvement Area Bonds may not exceed the amounts shown on the Major Improvement Area Assessment Roll. The Major Improvement Area Assessment Roll is shown as Appendix G.

Each Assessment for the Improvement Area #1 Assessed Property shall be paid with an interest rate of not more than the actual interest rates paid on the Improvement Area #1 Bonds and the Improvement Area #1 Reimbursement Agreement, respectively. Interest on the Improvement Area #1 Bonds is based on an interest rate of 6.50% and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. Interest on the Improvement Area #1 Reimbursement Agreement shall be paid based on an interest rate of 5.65% per annum for years 1 through 5 and 5.65% per annum following the fifth Annual Installment. The interest on the Improvement Area #1 Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments was 3.65%. The City has determined that the Improvement Area #1 Reimbursement Agreement shall bear interest at the interest rate of 5.65% per annum for years 1 through 5 and 5.65% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 8.65% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.65%. Furthermore, the Annual Installments related to the Improvement Area #1 Bonds and the Improvement Area #1 Reimbursement Agreement may not exceed the amounts shown on the Improvement Area #1 Assessment Roll. The Improvement Area #1 Assessment Roll is shown as Appendix H.

The Annual Installments shall be reduced to equal the actual costs of repaying the Improvement Area #1 Bonds, Major Improvement Area Bonds, and/or Improvement Area #1 Reimbursement Agreement and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

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

H. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

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

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Improvement Area #1 Bonds, Improvement Area #1 Reimbursement Agreement, and Major Improvement Area Bonds will be due when billed and will be delinquent if not paid prior to February 1, 2024 (subject to any offsets from capitalized interest and any other available funds).

I. SURPLUS FUNDS REMAINING IN THE MAJOR IMPROVEMENT AREA BOND ACCOUNT

If proceeds from the Major Improvement Area Bonds still remain after all of the Major Improvement Area Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with the applicable Trust Indenture.

J. SURPLUS FUNDS REMAINING IN THE IMPROVEMENT AREA # 1 BOND ACCOUNT

If proceeds from the Improvement Area #1 Bonds remain after all of the Improvement Area #1 Projects are constructed and accepted by the City, the proceeds may be utilized in accordance with the applicable Trust Indenture.

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Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

VII. THE ASSESSMENT ROLL

A. MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

The City Council has evaluated each Parcel within the Major Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Major Improvement Area.

The Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Major Improvement Area Projects. Table VII-A summarizes the $7,310,000 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects, a portion of the costs of the PID formation, and the Major Improvement Area Bond issuance costs. The par amount of the Major Improvement Area Bonds is $7,310,000, which is less than or equal to the benefit received by the Major Improvement Area Assessed Property. Accordingly, the total Assessment to be applied to all the Major Improvement Area Assessed Property is $7,310,000 plus annual Administrative Expenses. The Assessment for the Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Major Improvement Area Assessment Roll is attached hereto as Appendix G.

Table VII-A
Major Improvement Area
Special Benefit Summary

Special Benefit	Total Cost
Major Improvement Area Projects[1]	$5,135,063
PID Formation/Bond Costs of Issuance:	
Cost of issuance	$437,700
Capitalized interest	$794,963
Reserve fund	$622,975
Administrative Expense	$100,000
Underwriters discount	$219,300
Subtotal	$2,174,937
Total Special Benefit	**$7,310,000**
Special Benefit:	
Total Special Benefit	$7,310,000
Projected Special Assessment	$7,310,000
Excess Benefit	**$0**

[1]See Table III-A for details.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

B. Improvement Area #1 Assessment Roll

The City Council has evaluated each Parcel in Improvement Area #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Improvement Area #1.

The Improvement Area #1 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Improvement Area #1 Projects. Table VII-B summarizes the $18,159,596 in special benefit received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Projects, the costs of the PID formation, and the Improvement Area #1 Bond issuance costs. The par amount of the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement is $14,950,000, which is less than or equal to the benefit received by the Improvement Area #1 Assessed Property. Accordingly, the total Assessment to be applied to all the Improvement Area #1 Assessed Property is $14,950,000 plus, interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Improvement Area #1 Assessment Roll is attached hereto as Appendix H.

Table VII-B
Improvement Area #1
Special Benefit Summary

Special Benefit	Total Cost
Improvement Area #1 Projects[1]	$14,897,091
PID Formation/Bond Costs of Issuance:	
Cost of issuance	$720,600
Capitalized interest	$1,170,975
Reserve fund	$960,630
Administrative Expense	$50,000
Underwriter's discount	$360,300
Subtotal	$3,262,505
Total Special Benefit	**$18,159,596**
Special Benefit:	
Total Special Benefit	$18,159,596
Projected Assessment	$14,950,000
Excess Benefit	**$3,209,596**

[1]See Table III-B for details.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

C. Future Improvement Areas Assessment Rolls

As Future Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Assessment for each Parcel or Lot located within such Future Improvement Areas (e.g. an appendix will be added as the Assessment Roll for Future Improvement Areas).

D. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Improvement Area #1 Assessment Roll and the Major Improvement Area Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

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

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Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

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

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

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

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

B. TERMINATION OF ASSESSMENTS

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

C. AMENDMENTS

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

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels: (i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, collection costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive. Tables in this Service and Assessment Plan may be rounded to the nearest whole number.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

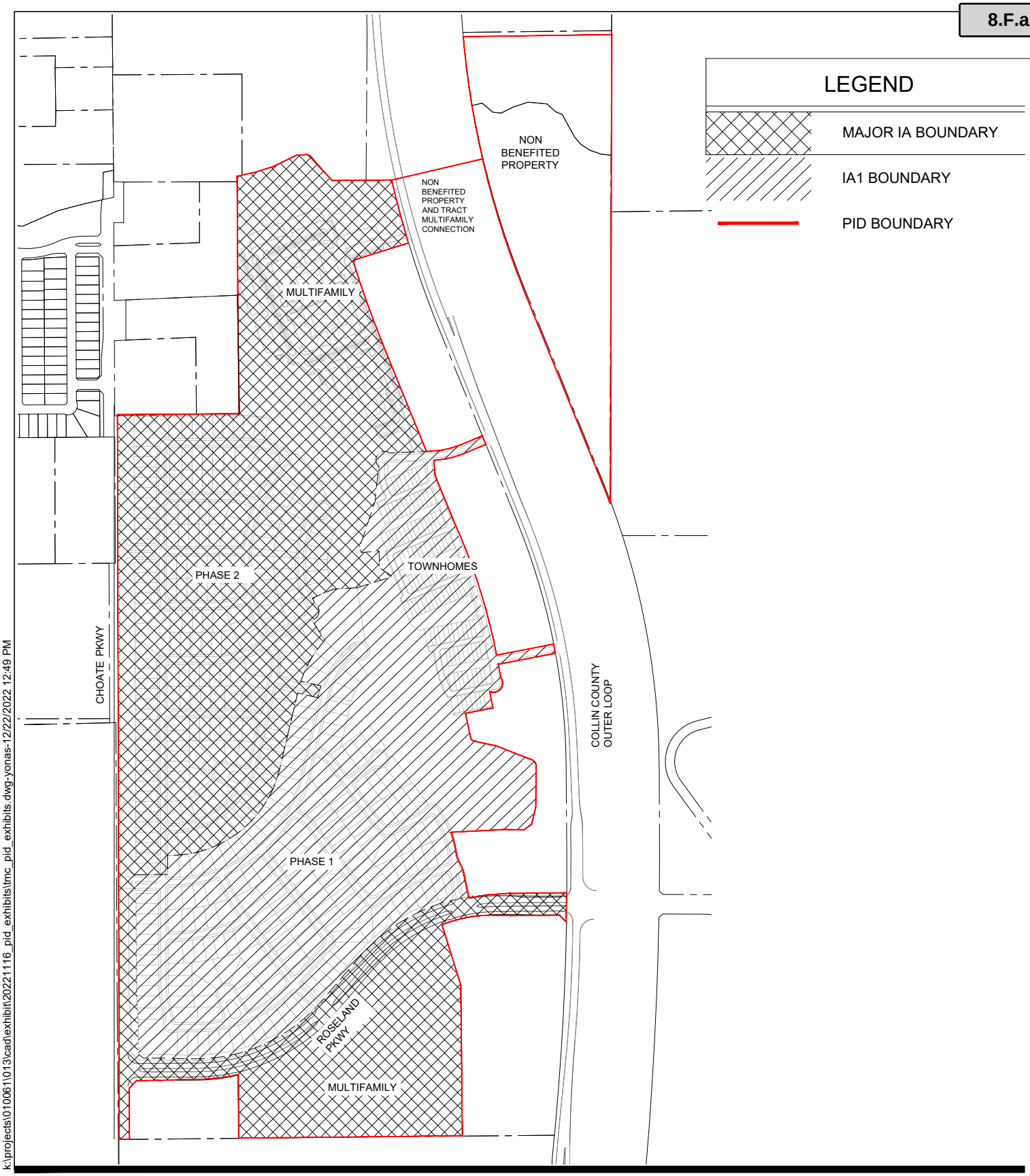
If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

APPENDIX A
PID MAP

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)



Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

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KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD
SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

PID BOUNDARY

PID EXHIBIT

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

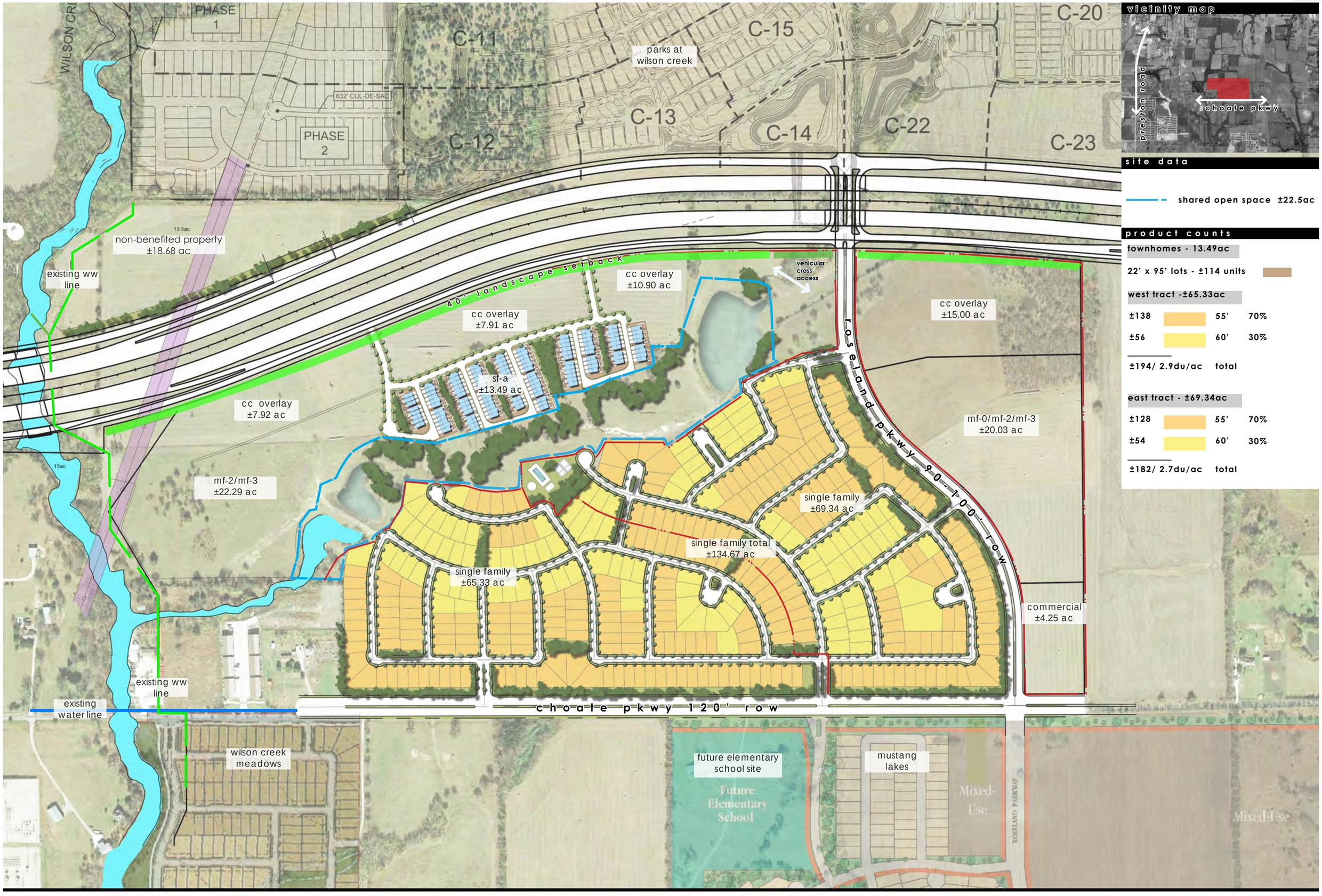
CLIENT

CORSON CRAMER DEVELOPMENT
DALLAS, TEXAS

PROJECT NUMBER:
.....

SHEET:

DATE:
2022/11/09



vicinity map

site data

shared open space ±22.5ac

product counts

townhomes - 13.49ac

22' x 95' lots - ±114 units

west tract -±65.33ac

±138	55'	70%
±56	60'	30%
±194/ 2.9du/ac	total	

east tract - ±69.34ac

±128	55'	70%
±54	60'	30%
±182/ 2.7du/ac	total	

KFM ENGINEERING & DESIGN

0 150 300 600
Scale: 1"=300'

Ten Mile Creek

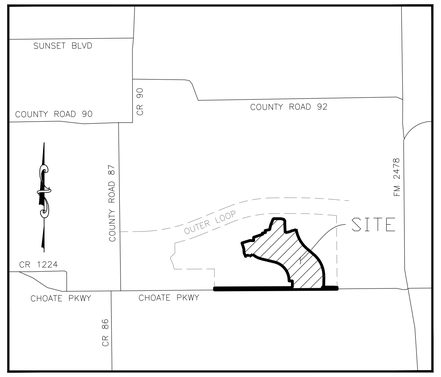
Illustrative Concept Plan

December 22nd, 2022

THE INFORMATION SHOWN IS BASED ON THE BEST INFORMATION AVAILABLE AND IS SUBJECT TO CHANGE WITHOUT NOTICE

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)





VICINITY MAP – NOT TO SCALE

GENERAL NOTES

1. The surveyor has not abstracted the site. This survey was performed without benefit of title commitment and does not show all easements and encumbrances of record.

2. Bearing based on Texas State Plane Coordinates, North Central Zone, 4202, NAD83–US Survey feet, derived from GPS observations.

3. All 'CIRS' are 5/8–inch iron rod with plastic cap stamped "Landpoint" unless otherwise noted.

4. This original work is protected under copyright laws, Title 17 United States Code Sections 101 and 102. All violators will be prosecuted to the fullest extent of the law. This survey is being provided solely for the use of the recipients named and no license has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction, which shall take place within thirty (30) days from the date adjacent to the signature line herein.

5. Flood Statement: This site is situated in Non–shaded Zone "X" in The City of Celina, Collin County, Texas according to FEMA map number 48085C0140J, dated JUNE 2, 2009. Warning: This statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. This flood statement shall not create liability on the part of the surveyor.

6. Selling a portion of this addition by metes and bounds is a violation of town ordinance and State law and is subject to fines and withholding of utilities and building permits.

7. The undersigned does hereby covenant and agree that he or she or they shall construct upon the Fire Lane Easements, as dedicated as shown hereon, a hard surface in accordance with the City of Celina's paving standards for Fire Lane, and that he or she or they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire appurtenances. The maintenance of paving on the Fire Lane Easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "FIRE LANE, NO PARKING". The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

8. The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to public vehicular and pedestrian use and access, and for fire department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

9. Ownership and maintenance of all open space "X" lots shall be the responsibility of the Home Owner's Association (HOA).

10. The Home Owner's Association (HOA) shall be solely responsible for the maintenance of the storm water detention system and storm drainage system in common area lots. The HOA shall further hold the City of Celina harmless from any damages to persons, to the owner's lot or any lot arising from such maintenance responsibility. The detention easement shown hereunder shall not create any affirmative duty to the City to repair, maintain, or correct any condition that exists or occurs due to the natural flow of storm water runoff including but not limited to, storm water overflow, bank erosion and sloughing, loss of vegetation and trees, bank subsidence and interference with structures, the City retains the right to enter upon these easements for public purposes.

11. There is a 7.5 foot wide Utility Easement dedicated along all residential Lots.

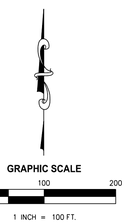
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13. See sheet 3 of 3 for line and curve table.

14. See sheet 3 of 3 for lot area table.

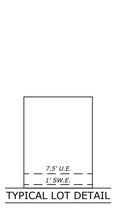
FINAL PLAT
TEN MILE CREEK
PHASE I

Lots 1 - 27, Block A - Lots 1 - 9, Block B
Lots 1 - 24, Block C - Lots 1 - 20, Block D
Lots 1 - 34X, Block E - Lots 1 - 31, Block F
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Lots 1 - 4, Block I
Being 69.354 acres / 191 Lots
Being 182 - Residential Lots & 9 - Open Space Lots
in the C. Watson Survey, Abstract Number 945
and the Levin Routh Survey, Abstract Number 779
City of Celina , Collin County, Texas



LEGEND / ABBREVIATIONS

ABSTRACT LINE	D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
ADJOINER LINE	D.E.	DRAINAGE EASEMENT
BOUNDARY LINE	W.W.E.	WASTEWATER EASEMENT
BUILDING LINE	U.E.	UTILITY EASEMENT
EASEMENT LINE	SW.E.	SIDEWALK EASEMENT
IRON ROD FOUND	S.E.	STREET EASEMENT
NAIL FOUND	W.M.E	WALL MAINTENANCE EASEMENT
CAPPED IRON ROD SET	IRF	IRON ROD FOUND
NAIL SET	CIRF	CAPPED IRON ROD FOUND
DRIVEWAY LOCATIONS ON LOTS WITH INLETS	CIRS	CAPPED IRON ROD SET
UNDERGROUND CABLE MARKER	IPF	IRON PIPE FOUND
UNDERGROUND TELEPHONE MARKER	O.S.L.	OPEN SPACE LOT
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS	MFFE	MINIMUM FINISHED FLOOR ELEVATION
	CM	CONTROLLING MONUMENT



TYPICAL LOT DETAIL

SURVEYOR
LANDPOINT INC. 4100
INTERNATIONAL PLAZA STE. 240
FORT WORTH, TX 76109
(817) 554-1805
WWW.LANDPOINT.NET
TBPELS REG. NO. 10194220

OWNER/APPLICANT
CCD - TEN MILE CREEK, LLC
4925 GREENVILLE AVE, SUITE 604
DALLAS, TX. 75206

ENGINEER
KFM ENGINEER AND DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TX. 75019

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TBPE #: F-20821

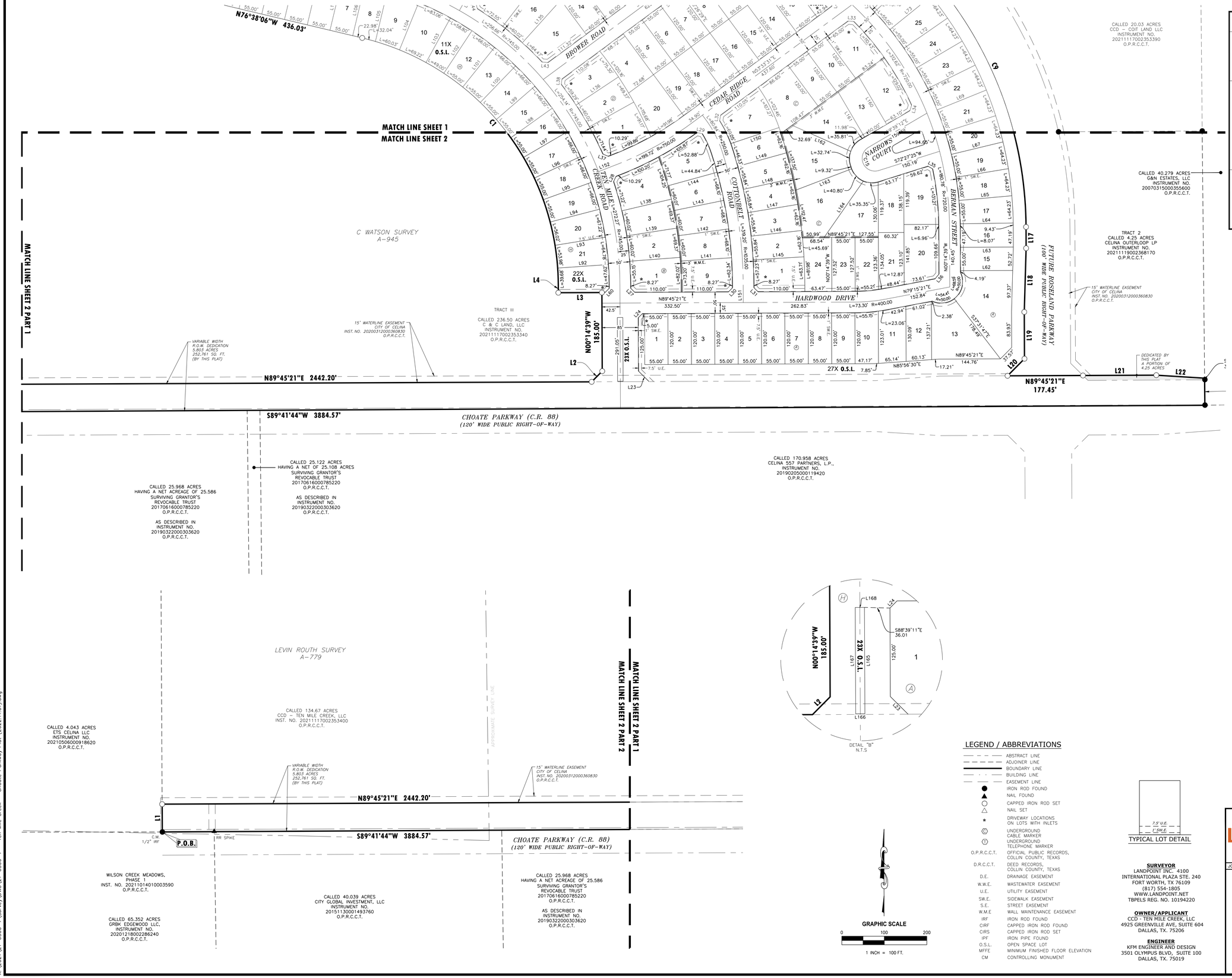
SHEET 1 OF 3

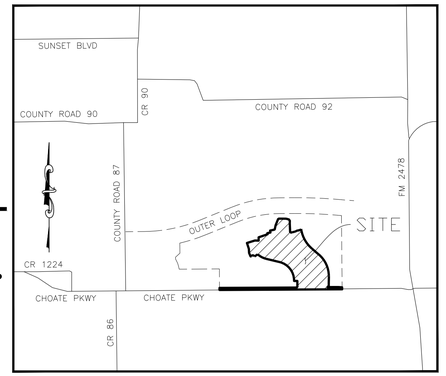
JOB. NO. 21–0300–7	DATE: 11/03/2022	PREPARE BY: AA	REVIEWED BY: TAG	SCALE: 1"=100'

PRELIMINARY
FOR REVIEW ONLY, THIS DOCUMENT IS
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X:\2021\21-0300-7\Survey\DWG\21-0300-7 – Ten Mile Creek – Choate Parkway Plat (2022.11.01).dwg

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)





VICINITY MAP – NOT TO SCALE

GENERAL NOTES

1. The surveyor has not abstracted the site. This survey was performed without benefit of title commitment and does not show all easements and encumbrances of record.

2. Bearing based on Texas State Plane Coordinates, North Central Zone, 4202, NAD83–US Survey feet, derived from GPS observations.

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LEGEND / ABBREVIATIONS

	ABSTRACT LINE
	ADJOINER LINE
	BOUNDARY LINE
	BUILDING LINE
	EASEMENT LINE
●	IRON ROD FOUND
▲	NAIL FOUND
○	CAPPED IRON ROD SET
△	NAIL SET
*	DRIVEWAY LOCATIONS ON LOTS WITH INLETS
	UNDERGROUND CABLE MARKER
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FINAL PLAT
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SHEET 2 OF 3

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JOB. NO. 21–0300–7	DATE: 11/03/2022	PREPARE BY: AA	REVIEWED BY: TAG	SCALE: 1"=100'

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X:\2021\21-0300-7\Survey\DWG\21-0300-7 - Ten Mile Creek - Choate Parkway Plat (2022.11.01).dwg

LOT AREAS TABLE

Block	Lot	Acres	Area (sq. ft.)	Block	Lot	Acres	Area (sq. ft.)	Block	Lot	Acres	Area (sq. ft.)	Block	Lot	Acres	Area (sq. ft.)	Block	Lot	Acres	Area (sq. ft.)
A	1	0.152	6600	C	1	0.216	9399	E	1	0.158	6875	F	1	0.213	9292	H	1	0.187	8160
A	2	0.152	6600	C	2	0.163	7080	E	2	0.158	6875	F	2	0.171	7464	H	2	0.152	6600
A	3	0.152	6600	C	3	0.163	7080	E	3	0.158	6875	F	3	0.164	7156	H	3	0.152	6600
A	4	0.152	6600	C	4	0.163	7080	E	4	0.158	6875	F	4	0.161	7018	H	4	0.152	6600
A	5	0.152	6600	C	5	0.163	7080	E	5	0.329	14317	F	5	0.163	7103	H	5	0.152	6600
A	6	0.152	6600	C	6	0.163	7080	E	6	0.252	10958	F	6	0.189	8250	H	6	0.152	6600
A	7	0.152	6600	C	7	0.242	10559	E	7X	0.396	17243	F	7	0.206	8972	H	7	0.152	6600
A	8	0.152	6600	C	8	0.26	11323	E	8	0.152	6600	F	8	0.161	7022	H	8	0.152	6601
A	9	0.152	6600	C	9	0.152	6600	E	9	0.152	6600	F	9	0.152	6600	H	9	0.191	8308
A	10	0.153	6662	C	10	0.152	6600	E	10	0.152	6600	F	10	0.152	6600	H	10	0.21	9136
A	11	0.188	8210	C	11	0.222	9654	E	11	0.152	6600	F	11	0.152	6600	H	11	0.148	6468
A	12	0.184	8019	C	12	0.235	10231	E	12	0.152	6600	F	12	0.152	6600	H	12	0.167	7260
A	13	0.343	14920	C	13	0.176	7656	E	13	0.165	7200	F	13	0.152	6600	H	13	0.167	7260
A	14	0.439	19115	C	14	0.261	11388	E	14	0.165	7200	F	14	0.152	6600	H	14	0.167	7260
A	15	0.157	6829	C	15	0.34	14819	E	15	0.254	11050	F	15	0.152	6608	H	15	0.167	7260
A	16	0.161	6992	C	16	0.34	14801	E	16	0.216	9427	F	16	0.159	6944	H	16	0.167	7260
A	17	0.171	7452	C	17	0.244	10614	E	17	0.308	13434	F	17	0.317	13822	H	17	0.167	7260
A	18	0.171	7452	C	18	0.178	7766	E	18	0.165	7200	F	18	0.306	13349	H	18	0.167	7260
A	19	0.171	7452	C	19	0.23	10011	E	19	0.165	7200	F	19	0.152	6600	H	19	0.167	7260
A	20	0.171	7452	C	20	0.252	10986	E	20	0.152	6600	F	20	0.152	6600	H	20	0.17	7394
A	21	0.171	7452	C	21	0.178	7761	E	21	0.152	6600	F	21	0.152	6600	H	21	0.164	7126
A	22	0.171	7452	C	22	0.159	6937	E	22	0.152	6600	F	22	0.152	6600	H	22X	0.169	7380
A	23	0.171	7452	C	23	0.161	7013	E	23	0.152	6602	F	23	0.152	6600	H	23X	0.045	1950
A	24	0.171	7452	C	24	0.19	8278	E	24	0.155	6749	F	24	0.152	6630	I	1X	1.637	71291
A	25	0.171	7452	D	1	0.241	10491	E	25	0.252	10998	F	25	0.158	6902	I	2	0.196	8554
A	26	0.171	7452	D	2	0.178	7763	E	26	0.268	11687	F	26	0.22	9591	I	3	0.186	8100
A	27X	1.628	70921	D	3	0.198	8626	E	27	0.164	7142	F	27	0.334	14549	I	4	0.228	9934
B	1	0.213	9276	D	4	0.191	8322	E	28	0.164	7153	F	28	0.161	7033				
B	2	0.178	7763	D	5	0.152	6600	E	29	0.164	7153	F	29	0.152	6600				
B	3	0.178	7763	D	6	0.152	6600	E	30	0.164	7153	F	30	0.152	6608				
B	4	0.25	10904	D	7	0.152	6600	E	31	0.164	7153	F	31	0.204	8866				
B	5	0.24	10472	D	8	0.152	6600	E	32	0.164	7153	G	1	0.204	8888				
B	6	0.176	7687	D	9	0.152	6600	E	33X	0.778	33868	G	2	0.185	8042				
B	7	0.176	7687	D	10	0.152	6600	E	34X	0.037	1599	G	3	0.19	8262				
B	8	0.176	7687	D	11	0.196	8538					G	4	0.165	7200				
B	9	0.211	9178	D	12X	0.107	4649					G	5	0.165	7200				
				D	13	0.165	7200					G	6	0.165	7200				
				D	14	0.152	6600					G	7	0.225	9808				
				D	15	0.152	6600					G	8	0.241	10519				
				D	16	0.152	6600					G	9	0.207	9000				
				D	17	0.152	6600					G	10	0.188	8193				
				D	18	0.152	6600					G	11	0.204	8884				
				D	19	0.152	6600					G	12	0.243	10593				
				D	20	0.22	9592					G	13	0.211	9190				
												G	14	0.218	9505				
												G	15	0.245	10663				
												G	16	0.238	10357				
												G	17	0.213	9298				
												G	18	0.221	9612				
												G	19	0.214	9314				
												G	20X	14.072	612,984				

LINE TABLE

LINE	DIRECTION	LENGTH
L1	N00°18'15"W	65.43'
L2	N44°45'21"E	35.36'
L3	S89°45'21"W	102.50'
L4	N00°14'39"W	18.27'
L5	S57°54'30"W	127.48'
L6	S64°35'18"W	32.00'
L7	N11°00'41"W	36.60'
L8	N11°07'11"W	62.58'
L9	N45°22'22"E	16.30'
L10	N56°08'30"E	28.38'
L11	S35°03'53"E	52.50'

LINE TABLE

LINE	DIRECTION	LENGTH
L12	S01°33'01"W	91.49'
L13	N78°08'40"E	57.57'
L14	N64°01'58"E	34.64'
L15	N78°08'40"E	95.86'
L16	N33°31'30"E	35.59'
L17	S00°14'39"E	50.00'
L18	S01°39'54"W	150.08'
L19	S00°14'39"E	110.00'
L20	S46°45'21"W	56.57'
L21	N89°45'21"E	172.55'
L22	S86°25'48"E	113.84'

LOT CORNER LINE TABLE

LINE	DIRECTION	LENGTH
L23	S45°14'39"E	35.36'
L24	S44°45'21"W	14.14'
L25	S00°53'12"E	14.42'
L26	S89°09'12"W	34.61'
L27	N45°14'39"W	14.14'
L28	S24°55'57"W	14.41'
L29	S79°32'52"E	13.67'
L30	S44°45'21"W	14.14'
L31	S45°14'39"E	14.14'
L32	S10°06'37"W	14.52'
L33	N85°40'53"W	15.15'
L34	N17°38'54"E	14.86'
L35	N59°47'42"W	13.45'
L36	N39°30'21"E	15.38'
L37	N67°18'00"W	14.41'
L38	N07°36'08"E	13.90'
L39	S87°54'58"E	15.65'
L40	S02°05'02"W	12.46'
L41	S03°07'30"E	34.68'
L42	S86°50'38"W	14.41'

LOT CORNER LINE TABLE

LINE	DIRECTION	LENGTH
L43	N84°38'07"W	14.91'
L44	N14°21'05"W	14.41'
L45	N31°57'58"E	13.85'
L46	S58°25'54"E	36.31'
L47	S73°24'57"W	14.41'
L48	N26°07'02"W	12.72'
L49	N09°15'16"E	13.97'
L50	S57°34'08"E	14.32'
L51	S02°31'26"W	15.98'
L52	S00°00'00"E	14.01'
L53	N62°39'00"E	15.16'
L54	N08°33'31"E	14.14'
L55	N63°34'19"W	17.80'
L56	S09°18'40"E	17.80'
L57	S81°26'29"E	14.14'
L58	N10°28'27"E	17.51'
L59	S58°21'54"W	14.14'
L60	N44°45'21"E	14.14'
L61	N28°21'01"W	14.93'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	799.96'	600.00'	76°23'27"	N38°26'22"W	742.01'
C2	305.58'	600.00'	29°10'52"	N62°02'40"W	302.29'
C3	113.68'	50.00'	130°15'53"	N80°18'23"W	90.73'
C4	78.98'	525.00'	8°37'12"	N73°50'04"E	78.91'
C5	34.24'	139.00'	14°06'42"	N71°05'19"E	34.15'
C6	39.65'	161.00'	14°06'42"	N71°05'19"E	39.55'
C7	44.80'	1010.00'	2°32'29"	S11°39'21"E	44.80'
C8	677.83'	1000.00'	38°50'09"	S29°58'22"E	664.91'
C9	771.99'	900.00'	49°08'48"	S24°49'03"E	748.54'

RIGHT-OF-WAY CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C10	150.84'	50.00'	172°51'19"	S61°38'23"E	99.81'
C11	170.75'	297.59'	32°52'25"	S59°21'46"E	168.41'
C12	46.21'	50.00'	52°57'17"	N51°58'33"E	44.58'
C13	92.21'	50.00'	105°40'03"	N27°53'26"E	79.69'
C14	109.63'	50.00'	125°37'24"	N10°52'47"E	88.95'
C14	121.65'	525.00'	13°16'34"	N62°53'11"E	121.38'
C15	87.54'	30.00'	167°11'48"	S23°56'42"E	59.63'
C16	45.38'	200.00'	13°00'00"	N29°56'29"W	45.28'
C17	117.55'	50.00'	134°42'21"	N03°02'08"E	92.29'
C18	118.60'	50.00'	135°54'20"	N87°54'58"W	92.69'

LOT LINE TABLE

LINE	DIRECTION	LENGTH
L62	N89°45'21"E	123.60'
L63	N89°45'21"E	125.00'
L64	N89°08'07"E	125.00'
L65	N84°54'19"E	125.00'
L66	N80°40'32"E	125.00'
L67	N76°26'44"E	125.00'
L68	N72°12'56"E	125.00'
L69	N67°59'09"E	125.00'
L70	N63°45'21"E	125.00'
L71	N59°31'34"E	125.00'
L72	N55°17'46"E	125.00'
L73	N51°03'58"E	125.00'
L74	N46°50'11"E	125.00'
L75	S40°36'24"W	125.00'
L76	S40°36'24"W	125.00'
L77	S40°36'24"W	125.00'
L78	S40°36'24"W	125.00'
L79	S40°36'24"W	124.52'
L80	N00°03'01"E	179.34'
L81	N08°32'34"W	140.71'
L82	S53°33'31"W	94.56'
L83	S81°07'02"E	100.75'
L84	N85°39'29"E	161.18'
L85	S55°59'40"W	121.83'
L86	S58°59'44"W	125.00'
L87	S61°59'48"W	125.00'
L88	S64°59'53"W	125.00'
L89	S67°59'57"W	125.00'

LOT LINE TABLE

LINE	DIRECTION	LENGTH
L90	S71°00'01"W	125.00'
L91	S74°00'06"W	125.00'
L92	N85°58'00"E	120.00'
L93	N80°48'42"E	120.00'
L94	N75°27'45"E	120.00'
L95	N70°12'37"E	120.00'
L96	N64°57'29"E	120.00'
L97	N59°42'22"E	120.00'
L98	N54°27'14"E	120.00'
L99	N49°12'06"E	120.00'
L100	N43°56'59"E	120.00'
L101	N38°41'51"E	120.00'
L102	N33°26'44"E	120.00'
L103	N28°45'59"E	120.00'
L104	N22°09'24"E	120.00'
L105	N13°21'54"E	120.14'
L106	N13°21'54"E	120.00'
L107	N13°21'54"E	120.00'
L108	N13°21'54"E	120.00'
L109	N13°21'54"E	120.00'
L110	N13°21'54"E	120.00'
L111	N13°21'54"E	120.00'
L112	N13°21'54"E	120.00'
L113	S27°39'58"W	120.00'
L114	S34°39'41"W	120.00'
L115	S45°26'01"W	120.19'
L116	S35°56'52"W	119.51'
L117	S25°31'50"W	119.48'

LOT LINE TABLE

LINE	DIRECTION	LENGTH
L118	S14°50'50"W	119.91'
L119	N13°21'54"E	120.00'
L120	N13°21'54"E	120.00'
L121	N13°21'54"E	120.00'
L122	N13°21'54"E	120.00'
L123	N66°33'31"E	121.12'
L124	N66°33'31"E	120.00'
L125	N66°33'31"E	120.00'
L126	N66°33'31"E	118.35'
L127	S64°14'05"E	154.07'
L128	N53°33'31"E	130.51'
L129	S63°27'34"W	123.16'
L130	S66°05'43"W	121.26'
L131	S68°42'37"W	122.16'
L132	S71°19'32"W	125.82'
L133	S73°56'27"W	132.30'
L134	N37°33'08"E	152.93'
L135	N42°00'04"E	135.43'
L136	N56°25'47"E	120.00'
L137	N60°53'43"E	120.00'
L138	N76°43'13"E	120.00'
L139	N81°11'10"E	120.00'
L140	N85°39'07"E	120.00'
L141	N86°13'10"E	120.00'
L142	N82°21'23"E	120.00'
L143	N78°29'34"E	120.00'
L144	N74°37'46"E	120.00'
L145	N86°39'44"E	120.00'

LOT LINE TABLE

LINE	DIRECTION	LENGTH
L146	N83°38'39"E	120.00'
L147	N80°37'33"E	120.00'
L148	N77°36'28"E	120.00'
L149	N74°35'23"E	120.00'
L150	N71°34'17"E	120.13'
L151	N00°14'39"W	43.23'
L152	N68°48'58"E	44.89'
L153	S29°31'56"W	61.50'
L154	N38°33'31"E	13.13'
L155	N18°26'29"W	33.19'
L156	N36°26'29"W	59.75'
L157	S54°19'42"W	25.00'
L158	N38°33'31"E	17.78'
L159	S53°33'31"W	18.46'
L160	N30°20'48"W	130.80'
L161	N30°20'48"W	124.39'
L162	S66°02'45"E	150.57'
L163	N69°07'48"E	141.40'
L164	N34°51'28"E	161.69'
L165	S00°14'39"E	150.00'
L166	S89°45'21"W	13.00'
L167	N00°14'39"W	150.00'
L168	N89°45'21"E	13.00'
L169	S11°51'31"E	13.00'
L170	S78°08'29"W	123.00'
L171	N11°51'31"W	13.00'
L172	N78°08'29"E	123.00'

OWNER'S DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS CCD – TEN MILE CREEK, LLC, is the owner of that certain 69.354 acre tract or parcel of land situated in the C. Watson Survey, Abstract No. 945, and the Levin Routh Survey, Abstract No. 779, Collin County, Texas, being a part of a called 134.67 acre tract of land described in the deed to CCD – TEN MILE CREEK, LLC, recorded in Instrument No. 20211117002353400, Official Public Records of Collin County, Texas and being more particularly described by metes and bounds and follows:

BEGINNING at a 1/2-inch iron rod found for the Southern Most Southwest corner of said 55.348 acre tract, and the Southeast corner of a called 4.043 acre tract of land, conveyed to ETS Celina LLC, recorded in Instrument No. 20210506000918620, Official Public Records of Collin County, Texas;

THENCE North 00° 18' 15" West, along the east line of said 4.043 acre tract, a distance of 65.43 feet to a point for corner;

THENCE severing said 134.67 acre tract of land, the following Fourteen (14) courses and distances:

1. North 89° 45' 21" East, a distance of 2442.20 feet to a point for corner;
2. North 44° 45' 21" East, a distance of 35.36 feet to a point for corner;
3. North 00° 14' 39" West, a distance of 185.00 feet to a point for corner;
4. South 89° 45' 21" West, a distance of 102.50 feet to a point for corner;
5. North 00° 14' 39" West, a distance of 18.27 feet to the beginning of a curve to the left;
6. Along said curve to the left, with an arc length of 799.96 feet, a central angle of 76° 23' 27", a radius of 600.00 feet and a chord that bears North 38° 26' 22" West, a distance of 742.01 feet;
7. North 76° 38' 06" West, a distance of 436.03 feet to the beginning of a curve to the right;
8. Along said curve to the right, with an arc length of 305.58 feet, a central angle of 29° 10' 52", a radius of 600.00 feet and a chord that bears North 62° 02' 40" West, a distance of 302.29 feet to a point at the end of said curve;
9. South 57° 54' 30" West, a distance of 127.48 feet to the beginning of a non-tangential curve to the left;
10. Along said curve to the left, with an arc length of 113.68 feet, a central angle of 130° 15' 53", a radius of 50.00 feet and a chord that bears North 80° 18' 23" West, a distance of 90.73 feet to a point at the end of said curve;
11. South 64° 35' 18" West, a distance of 32.00 feet to a point for corner;
12. North 25° 28' 53" West, a distance of 120.00 feet to a point for corner;
13. North 03° 28' 53" West, a distance of 130.00 feet to a point for corner;
14. North 17° 38' 29" West, a distance of 198.01 feet to a 1/2-inch iron rod with yellow cap stamped "CBG" found for corner, same being the South line of a called 13.49 acre tract of land, conveyed to CCD-Ten Mile Creek, LLC, recorded in Instrument No. 20211117002353380, O.P.R.C.C.T.;

THENCE with the common line of said 134.67 acre tract and said 13.49 acre tract, the following Six (6) courses and distances:

1. North 73° 09' 24" East, a distance of 262.85 feet to a 1/2-inch iron rod with yellow cap stamped "CBG" found for corner;
2. South 88° 26' 44" East, a distance of 118.46 feet to a 1/2-inch iron rod with yellow cap stamped "CBG" found for corner;
3. North 00° 01' 30" West, a distance of 106.17 feet to a 1/2-inch iron rod with yellow cap stamped "CBG" found for corner;
4. North 71° 15' 29" East, a distance of 299.47 feet to a 1/2-inch iron rod with yellow cap stamped "CBG" found for corner;
5. North 11° 00' 41" West, a distance of 36.60 feet to a 1/2-inch iron rod with yellow cap stamped "CBG" found for corner;
6. North 78° 59' 19" East, a distance of 100.00 feet to a 1/2-inch iron rod with yellow cap stamped "CBG" found for corner;

THENCE North 11° 07' 11" West, with the common line of said 13.49 acre tract and said 134.67 acre tract, a distance of 62.58 feet to a 1/2-inch iron rod with yellow cap stamped "CBG" found for corner, same being the Southwest corner of a called 10.90 acre tract of land, described as Tract 2, conveyed to Prime Outer Loop LP, recorded in Instrument No. 20211119002368200;

THENCE with the common line of said 134.67 acre tract of land and said 10.90 acre tract, the following Ten (10) courses and distances:

1. North 78° 20' 33" East, a distance of 138.98 feet to a point for corner;
2. North 45° 22' 22" East, a distance of 16.30 feet to a point for corner;
3. North 12° 27' 20" East, a distance of 133.05 feet to a point for corner;
4. North 21° 34' 05" East, a distance of 207.75 feet to a point for corner;
5. North 56° 08' 30" East, a distance of 28.38 feet to a point for corner;
6. South 89° 16' 29" East, a distance of 230.43 feet to a point for corner;
7. South 75° 57' 52" East, a distance of 91.11 feet to a point for corner;
8. South 35° 03' 53" East, a distance of 52.50 feet to a point for corner;
9. South 01° 33' 01" West, a distance of 91.49 feet to a point for corner;
10. South 02° 48' 59" East, a distance of 292.23 feet to the beginning of a non-tangential curve to the right, from which a 1/2-inch iron rod with yellow cap stamped "CBG" found for a corner of said 10.90 acre tract bears South 01° 28' 56" East, a distance of 4.89 feet;

THENCE severing said 134.67 acre tract of land, the following Sixteen (16) courses and distances:

1. Along said curve to the right, with an arc length of 78.98 feet, a central angle of 08° 37' 12", a radius of 525.00 feet and a chord that bears North 73° 50' 04" East, a distance of 78.91 feet;
2. North 78° 08' 40" East, a distance of 57.57 feet to the beginning of a curve to the left;
3. Along said curve to the left, with an arc length of 34.24 feet, a central angle of 14° 06' 42", a radius of 139.00 feet and a chord that bears North 71° 05' 19" East, a distance of 34.15 feet;
4. North 64° 01' 58" East, a distance of 34.64 feet to the beginning of a curve to the right;
5. Along said curve to the right, with an arc length of 39.65 feet, a central angle of 14° 06' 42", a radius of 161.00 feet and a chord that bears North 71° 05' 19" East, a distance of 39.55 feet;
6. North 78° 08' 40" East, a distance of 95.86 feet to a point for corner;
7. North 33° 31' 30" East, a distance of 35.59 feet to the beginning of a non-tangential curve to the right;
8. Along said curve to the left, with an arc length of 44.80 feet, a central angle of 02° 32' 29", a radius of 1010.00 feet and a chord that bears South 11° 39' 21" East, a distance of 44.80 feet to the beginning of a non-tangential curve to the left;
9. Along said curve to the left, with an arc length of 677.82 feet, a central angle of 38° 50' 09", a radius of 1000.00 feet and a chord that bears South 29° 58' 22" East, a distance of 664.91 feet;
10. South 49° 23' 26" East, a distance of 294.14 feet to the beginning of a curve to the right;
11. Along said curve to the right, with an arc length of 771.99 feet, a central angle of 49° 08' 48", a radius of 900.00 feet and a chord that bears South 24° 49' 03" East, a distance of 748.54 feet;
12. South 00° 14' 39" East, a distance of 50.00 feet to a point for corner;
13. South 01° 39' 54" West, a distance of 150.08 feet to a point for corner;
14. South 00° 14' 39" East, a distance of 110.00 feet to a point for corner;
15. South 44° 45' 21" West, a distance of 56.57 feet to a point for corner;
16. North 89° 45' 21" East, a distance of 177.45 feet to a point for corner and the Southwest line of a called 4.25 acre tract, conveyed to Celina Outerloop LP, recorded in Instrument No. 20211119002368170 (O.P.R.C.C.T.)

THENCE over and across said 4.25 acre tract of land, the following Two (2) courses and distances:

1. North 89° 45' 21" East, a distance of 172.55 feet to a point for corner;
2. South 86° 25' 48" East, a distance of 113.84 feet to the East line of said 4.25 acre tract, and the west line of a called 40.279 acre tract, conveyed to G & N Estates, LLC, recorded in Instrument No. 20070315000355600 (O.P.R.C.C.T.), from which a 1/2-inch iron rod with yellow cap stamped "CBG" found at the Southeast corner of said 4.25 acre tract bears South 11° 06' 41" East, a distance of 3.37 feet;

THENCE South 00° 33' 25" East, along the southerly east line of said 134.67 acre tract, and the West line of said 40.279 acre tract, a distance of 63.77 feet to a 5/8-inch iron rod found for corner;

THENCE South 89° 41' 44" West, along the south line of said 134.67 acre tract, a distance of 3884.57 feet to the POINT OF BEGINNING and containing 69.354 acres of land.

CERTIFICATE OF APPROVAL

Approved this _____ day of _____, 20 _____ by the Planning & Zoning Commission of the Town of Prosper, Texas.

_____
Town Secretary

_____
Engineering Department

_____
Development Services Department

NOW THEREFORE, know all men by these presents that, CCD – TEN MILE CREEK, LLC, does adopt this plat designating the herein described property as the final plat 10-MILES CREEK, PHASE I, Lots 1 – 27, Block A, Lots 1 – 9, Block B, Lots 1 – 24, Block C, Lots 1 – 20, Block D, Lots 1 – 34X, Block E, Lots 1 – 31, Block F, Lots 1 – 20X, Block G, Lots 1 – 23X, Block H, Lots 1 – 4, Block I, Collin County, Texas and does hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements, rights-of-way and public places thereon shown for the purpose and consideration therein expressed.

_____
CCD – TEN MILE CREEK, LLC

State of Texas §
County of Collin §

Before me, the undersigned notary in and for the State of Texas, on this day personally appeared CCD – TEN MILE CREEK, LLC, known to me to be the person, whose name is subscribed to the forgoing instrument and acknowledge to me that she executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

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

_____
Notary Public in the State of Texas.

My commission expires _____.

SURVEYOR'S CERTIFICATE

Known All Men By These Presents:

That I, Robert Glen Maloy, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulation of the Town of Celina, Texas.

Dated this the _____ day of _____, 20 _____.

PRELIMINARY
FOR REVIEW ONLY, THIS DOCUMENT IS
NOT TO BE RECORDED FOR ANY PURPOSE

_____
Glen R. Maloy, RPLS No.

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this personally appeared Robert Glen Maloy, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

SURVEYOR
LANDPOINT INC. 4100
INTERNATIONAL PLAZA STE. 240
FORT WORTH, TX 76109
(817) 554-1805
WWW.LANDPOINT.NET
TBPELS REG. NO. 10194220

OWNER/APPLICANT
CCD - TEN MILE CREEK, LLC
4925 GREENVILLE AVE, SUITE 604
DALLAS, TX. 75206

ENGINEER
KFM ENGINEER AND DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TX. 75019

FINAL PLAT
TEN MILE CREEK
PHASE I
Lots 1 - 27, Block A - Lots 1 - 9, Block B
Lots 1 - 24, Block C - Lots 1 - 20, Block D
Lots 1 - 34X, Block E - Lots 1 - 31, Block F
Lots 1 - 20X, Block G - Lots 1 - 23X, Block H
Lots 1 - 4, Block I
Being 69.354 acres / 191 Lots
Being 182 - Residential Lots & 9 - Open Space Lots
in the C. Watson Survey, Abstract Number 945
and the Levin Routh Survey, Abstract Number 779
City of Celina , Collin County, Texas

LANDPOINT
4100 INTERNATIONAL PLAZA,
STE. 240
FORT WORTH, TX 76109
(817) 554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

SHEET 3 OF 3

KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

JOB. NO. 21-0300-7	DATE: 11/03/2022	PREPARE BY: AA	REVIEWED BY: TAG	SCALE: 1"=100'

PRELIMINARY
FOR REVIEW ONLY, THIS DOCUMENT IS
NOT TO BE RECORDED FOR ANY PURPOSE

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

X:\2021\21-0300-7\Survey\DWG\21-0300-7 - Ten Mile Creek - Choate Parkway Plat (2022.11.01).dwg

APPENDIX B
BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

PID Estimate
Ten Mile Creek
City of Celina, Collin County, Texas
February 24, 2023

Division	*DIRECT PUBLIC*			*MAJOR PUBLIC*						*PRIVATE*		
	SF Ph1	*Townhomes*	*TOTAL*	*SF Ph1*	*Townhomes*	*SF Ph2*	*MF 1 (NW)*	*MF 2 (E)*	*TOTAL*	*SF Ph1*	*Townhomes*	*TOTAL*
Water	$1,251,200	$697,920	$1,949,120	$153,391	$95,869	$162,978	$273,227	$273,227	$958,692	$0	$0	$0
Wastewater	$708,840	$374,865	$1,083,705	$141,772	$88,607	$150,633	$252,531	$252,531	$886,074	$0	$0	$0
Storm Drain	$1,090,688	$661,395	$1,752,083	$292,762	$182,976	$311,059	$521,482	$521,482	$1,829,761	$0	$0	$0
Earthwork	$422,600	$127,081	$549,680	$86,228	$53,893	$91,618	$153,594	$153,594	$538,928	$568,425	$338,693	$907,118
Paving	$2,238,320	$1,118,050	$3,356,370	$388,226	$242,641	$412,490	$691,527	$691,527	$2,426,411	$0	$0	$0
Signage	$18,350	$11,200	$29,550	$6,578	$4,111	$6,989	$11,717	$11,717	$41,114	$0	$0	$0
Misc.	$114,000	$66,000	$180,000	$20,801	$13,001	$22,101	$37,052	$37,052	$130,006	$0	$0	$0
Subtotal	**$5,843,998**	**$3,056,511**	**$8,900,508**	**$1,089,758**	**$681,098**	**$1,157,867**	**$1,941,131**	**$1,941,131**	**$6,810,985**	**$568,425**	**$338,693**	**$907,118**
Planning, Survey, Platting, Eng., LA. Permitting, & Staking	$584,400	$305,651	$890,051	$108,976	$68,110	$115,787	$194,113	$194,113	$681,098	$56,843	$33,869	$90,712
Construction Management	$233,760	$122,260	$356,020	$43,590	$27,244	$46,315	$77,645	$77,645	$272,439	$22,737	$13,548	$36,285
City Fees	$204,540	$106,978	$311,518	$38,142	$23,838	$40,525	$67,940	$67,940	$238,384	$19,895	$11,854	$31,749
Miscellaneous & Contingency	$584,400	$305,651	$890,051	$108,976	$68,110	$115,787	$194,113	$194,113	$681,098	$56,843	$33,869	$90,712
TOTAL	**$7,451,097**	**$3,897,051**	**$11,348,148**	**$1,389,441**	**$868,401**	**$1,476,281**	**$2,474,942**	**$2,474,942**	**$8,684,006**	**$724,742**	**$431,834**	**$1,156,576**

	SF Ph1	*Townhomes*	*SF Ph2*	*MF 1 (NW)*	*MF 2 (E)*	*TOTAL*
DIRECT PUBLIC	$7,451,097	$3,897,051	-	-	-	$11,348,148
MAJOR PUBLIC	$1,389,441	$868,401	$1,476,281	$2,474,942	$2,474,942	$8,684,006
PRIVATE	$724,742	$431,834	-	-	-	$1,156,576
TOTAL	**$9,565,280**	**$5,197,285**	**$1,476,281**	**$2,474,942**	**$2,474,942**	**$21,188,730**

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Phase	*Units*	*Persons/Unit*	*Persons*	*% of Total*
SF Ph1	182	3.5	637	16.0%
Townhomes	114	3.5	399	10.0%
SF Ph2	194	3.5	679	17.0%
MF 1 (NW)	380	3	1140	28.5%
MF 2 (E)	380	3	1140	28.5%

PID Estimate
Ten Mile Creek
City of Celina, Collin County, Texas
February 24, 2023

A. Water Improvements - Roseland Pkwy & MI

Item No.	Description	QTY	Precision		Total Cost	SF Ph1		Townhomes		SF Ph2		MF 1 (NW)		MF 2 (E)	
			Unit	Unit Cost	Public	Share	Total	Share	Total	Share	Total	Share	Total	Share	Total
1.	8" P.V.C. WATER LINE (INC. ALL FITTINGS, BLOCKING, PLUGS, AND CONNECTIONS TO EXISTING LINES)	106	LF	$80.00	$8,480.00	16.0%	$1,356.80	10.0%	$848.00	17.0%	$1,441.60	28.5%	$2,416.80	28.5%	$2,416.80
2.	12" P.V.C. WATER LINE (INC. ALL FITTINGS, BLOCKING, PLUGS, AND CONNECTIONS TO EXISTING LINES)	5,943	LF	$115.00	$683,445.00	16.0%	$109,351.20	10.0%	$68,344.50	17.0%	$116,185.65	28.5%	$194,781.83	28.5%	$194,781.83
3.	8" GATE VALVE & BOX	3	EA	$2,500.00	$7,500.00	16.0%	$1,200.00	10.0%	$750.00	17.0%	$1,275.00	28.5%	$2,137.50	28.5%	$2,137.50
4.	12" GATE VALVE & BOX	14	EA	$4,500.00	$63,000.00	16.0%	$10,080.00	10.0%	$6,300.00	17.0%	$10,710.00	28.5%	$17,955.00	28.5%	$17,955.00
5.	2" AIR RELEASE VALVE	3	EA	$1,299.00	$3,897.00	16.0%	$623.52	10.0%	$389.70	17.0%	$662.49	28.5%	$1,110.65	28.5%	$1,110.65
6.	24" STEEL ENCASEMENT	131	LF	$225.00	$29,475.00	16.0%	$4,716.00	10.0%	$2,947.50	17.0%	$5,010.75	28.5%	$8,400.38	28.5%	$8,400.38
7.	12"X12" TAPPING SLEEVE & VALVE	1	EA	$5,300.00	$5,300.00	16.0%	$848.00	10.0%	$530.00	17.0%	$901.00	28.5%	$1,510.50	28.5%	$1,510.50
8.	FIRE HYDRANT ASSEMBLY	15	EA	$7,800.00	$117,000.00	16.0%	$18,720.00	10.0%	$11,700.00	17.0%	$19,890.00	28.5%	$33,345.00	28.5%	$33,345.00
9.	CLEARING & GRUBBING OF EASEMENT AREA, TO INCLUDE ALL TREES, BRUSH, AND DEBRIS WITH OFFSITE DISPOSAL, COMPLETE, IN PLACE	6,049	LF	$3.00	$18,147.00	16.0%	$2,903.52	10.0%	$1,814.70	17.0%	$3,084.99	28.5%	$5,171.90	28.5%	$5,171.90
10.	GABION MATTRESS TRENCH CAP FOR CREEK CROSSING	90	SY	$115.00	$10,350.00	16.0%	$1,656.00	10.0%	$1,035.00	17.0%	$1,759.50	28.5%	$2,949.75	28.5%	$2,949.75
11.	TESTING & DISINFECTION	6,049	LF	$1.00	$6,049.00	16.0%	$967.84	10.0%	$604.90	17.0%	$1,028.33	28.5%	$1,723.97	28.5%	$1,723.97
12.	TRENCH SAFETY	6,049	LF	$1.00	$6,049.00	16.0%	$967.84	10.0%	$604.90	17.0%	$1,028.33	28.5%	$1,723.97	28.5%	$1,723.97
	Total A. Water Improvements - Roseland Pkwy & MI				**$958,692.00**		**$153,390.72**		**$95,869.20**		**$162,977.64**		**$273,227.22**		**$273,227.22**

B. Wastewater Improvements - Roseland Pkwy & MI

Item No.	Description	QTY	Precision		Total Cost	SF Ph1		Townhomes		SF Ph2		MF 1 (NW)		MF 2 (E)	
			Unit	Unit Cost	Public	Share	Total	Share	Total	Share	Total	Share	Total	Share	Total
1.	12" SDR 26 PIPE (INC. ALL FITTINGS, PLUGS, AND CONNECTIONS TO EX. LINES)	7,483	LF	$70.00	$523,810.00	16.0%	$83,809.60	10.0%	$52,381.00	17.0%	$89,047.70	28.5%	$149,285.85	28.5%	$149,285.85
2.	24" STEEL ENCASEMENT	368	LF	$225.00	$82,800.00	16.0%	$13,248.00	10.0%	$8,280.00	17.0%	$14,076.00	28.5%	$23,598.00	28.5%	$23,598.00
3.	4' DIA. WW MANHOLE	26	EA	$5,000.00	$130,000.00	16.0%	$20,800.00	10.0%	$13,000.00	17.0%	$22,100.00	28.5%	$37,050.00	28.5%	$37,050.00
4.	5' DIA. MANHOLE	7	EA	$6,000.00	$42,000.00	16.0%	$6,720.00	10.0%	$4,200.00	17.0%	$7,140.00	28.5%	$11,970.00	28.5%	$11,970.00
5.	5' DIA. DROP MANHOLE	2	EA	$6,500.00	$13,000.00	16.0%	$2,080.00	10.0%	$1,300.00	17.0%	$2,210.00	28.5%	$3,705.00	28.5%	$3,705.00
6.	5' DIA. DROP MANHOLE W/ WATERTIGHT LID	2	EA	$7,500.00	$15,000.00	16.0%	$2,400.00	10.0%	$1,500.00	17.0%	$2,550.00	28.5%	$4,275.00	28.5%	$4,275.00
7.	CLEARING & GRUBBING OF EASEMENT AREA, TO INCLUDE ALL TREES, BRUSH, AND DEBRIS WITH OFFSITE DISPOSAL, COMPLETE, IN PLACE	7,483	LF	$5.00	$37,415.00	16.0%	$5,986.40	10.0%	$3,741.50	17.0%	$6,360.55	28.5%	$10,663.28	28.5%	$10,663.28
8.	6" GABION MATTRESS TRENCH CAP FOR CREEK CROSSING	90	SY	$115.00	$10,350.00	16.0%	$1,656.00	10.0%	$1,035.00	17.0%	$1,759.50	28.5%	$2,949.75	28.5%	$2,949.75
9.	MANHOLE VACUUM TESTING	37	EA	$250.00	$9,250.00	16.0%	$1,480.00	10.0%	$925.00	17.0%	$1,572.50	28.5%	$2,636.25	28.5%	$2,636.25
10.	TESTING & TV INSPECTION	7,483	LF	$2.00	$14,966.00	16.0%	$2,394.56	10.0%	$1,496.60	17.0%	$2,544.22	28.5%	$4,265.31	28.5%	$4,265.31
11.	TRENCH SAFETY	7,483	LF	$1.00	$7,483.00	16.0%	$1,197.28	10.0%	$748.30	17.0%	$1,272.11	28.5%	$2,132.66	28.5%	$2,132.66
	Total B. Wastewater Improvements - Roseland Pkwy & MI				**$886,074.00**		**$141,771.84**		**$88,607.40**		**$150,632.58**		**$252,531.09**		**$252,531.09**

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

C.1 Storm Drain Improvements - Roseland Pkwy & MI

Item No.	Description	QTY	Precision Unit	Precision Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	18" R.C.P. (INC. FITTINGS)	282	LF	$85.00	$23,970.00	16.0%	$3,835.20	10.0%	$2,397.00	17.0%	$4,074.90	28.5%	$6,831.45	28.5%	$6,831.45
2.	24" R.C.P. (INC. FITTINGS)	878	LF	$125.00	$109,750.00	16.0%	$17,560.00	10.0%	$10,975.00	17.0%	$18,657.50	28.5%	$31,278.75	28.5%	$31,278.75
3.	30" R.C.P. (INC. FITTINGS)	362	LF	$156.00	$56,472.00	16.0%	$9,035.52	10.0%	$5,647.20	17.0%	$9,600.24	28.5%	$16,094.52	28.5%	$16,094.52
4.	36" R.C.P. (INC. FITTINGS)	106	LF	$185.00	$19,610.00	16.0%	$3,137.60	10.0%	$1,961.00	17.0%	$3,333.70	28.5%	$5,588.85	28.5%	$5,588.85
5.	42" R.C.P. (INC. FITTINGS)	1,667	LF	$224.00	$373,408.00	16.0%	$59,745.28	10.0%	$37,340.80	17.0%	$63,479.36	28.5%	$106,421.28	28.5%	$106,421.28
6.	48" R.C.P. (INC. FITTINGS)	97	LF	$265.00	$25,705.00	16.0%	$4,112.80	10.0%	$2,570.50	17.0%	$4,369.85	28.5%	$7,325.93	28.5%	$7,325.93
7.	5' X 4' CONCRETE BOX CULVERT	60	LF	$450.00	$27,000.00	16.0%	$4,320.00	10.0%	$2,700.00	17.0%	$4,590.00	28.5%	$7,695.00	28.5%	$7,695.00
8.	10' RECESSED CURB INLET	2	EA	$4,500.00	$9,000.00	16.0%	$1,440.00	10.0%	$900.00	17.0%	$1,530.00	28.5%	$2,565.00	28.5%	$2,565.00
9.	15' RECESSED CURB INLET	4	EA	$6,700.00	$26,800.00	16.0%	$4,288.00	10.0%	$2,680.00	17.0%	$4,556.00	28.5%	$7,638.00	28.5%	$7,638.00
10.	5' X 5' AREA INLET W/ 2' MOW STRIP	1	EA	$6,500.00	$6,500.00	16.0%	$1,040.00	10.0%	$650.00	17.0%	$1,105.00	28.5%	$1,852.50	28.5%	$1,852.50
11.	4' STORM DRAIN MANHOLE	5	EA	$5,500.00	$27,500.00	16.0%	$4,400.00	10.0%	$2,750.00	17.0%	$4,675.00	28.5%	$7,837.50	28.5%	$7,837.50
12.	5' STORM DRAIN MANHOLE	4	EA	$6,500.00	$26,000.00	16.0%	$4,160.00	10.0%	$2,600.00	17.0%	$4,420.00	28.5%	$7,410.00	28.5%	$7,410.00
13.	LARGE DEBRIS SEPARATOR	2	EA	$7,500.00	$15,000.00	16.0%	$2,400.00	10.0%	$1,500.00	17.0%	$2,550.00	28.5%	$4,275.00	28.5%	$4,275.00
14.	24" SLOPED HEADWALL	1	EA	$2,750.00	$2,750.00	16.0%	$440.00	10.0%	$275.00	17.0%	$467.50	28.5%	$783.75	28.5%	$783.75
15.	42" SLOPED HEADWALL	1	EA	$4,500.00	$4,500.00	16.0%	$720.00	10.0%	$450.00	17.0%	$765.00	28.5%	$1,282.50	28.5%	$1,282.50
16.	5' X 4' HEADWALL W/ FLARED WINGWALLS (FW-0)	2	EA	$4,500.00	$9,000.00	16.0%	$1,440.00	10.0%	$900.00	17.0%	$1,530.00	28.5%	$2,565.00	28.5%	$2,565.00
17.	FLEX-A-MAT AT OUTFALL	352	SY	$115.00	$40,480.00	16.0%	$6,476.80	10.0%	$4,048.00	17.0%	$6,881.60	28.5%	$11,536.80	28.5%	$11,536.80
18.	TESTING & TV INSPECTION	3,452	LF	$2.00	$6,904.00	16.0%	$1,104.64	10.0%	$690.40	17.0%	$1,173.68	28.5%	$1,967.64	28.5%	$1,967.64
19.	TRENCH SAFETY	3,452	LF	$1.00	$3,452.00	16.0%	$552.32	10.0%	$345.20	17.0%	$586.84	28.5%	$983.82	28.5%	$983.82
Total C.1 Storm Drain Improvements - Roseland Pkwy & MI					**$813,801.00**		**$130,208.16**		**$81,380.10**		**$138,346.17**		**$231,933.29**		**$231,933.29**

C.2 Storm Drain Improvements - Choate Pkwy

Item No.	Description	QTY	Unit	Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	STORM DRAIN LATERALS, 18" RCP	480	LF	$85.00	$40,800.00	16.0%	$6,528.00	10.0%	$4,080.00	17.0%	$6,936.00	28.5%	$11,628.00	28.5%	$11,628.00
2.	REINFORCED CONCRETE PIPE, 36-48"	1,800	LF	$220.00	$396,000.00	16.0%	$63,360.00	10.0%	$39,600.00	17.0%	$67,320.00	28.5%	$112,860.00	28.5%	$112,860.00
3.	6'X5' BOX CULVERT	400	LF	$750.00	$300,000.00	16.0%	$48,000.00	10.0%	$30,000.00	17.0%	$51,000.00	28.5%	$85,500.00	28.5%	$85,500.00
4.	STORM DRAIN JUNCTION BOXES	9	EA	$9,000.00	$79,200.00	16.0%	$12,672.00	10.0%	$7,920.00	17.0%	$13,464.00	28.5%	$22,572.00	28.5%	$22,572.00
5.	CURB INLETS	12	EA	$6,000.00	$72,000.00	16.0%	$11,520.00	10.0%	$7,200.00	17.0%	$12,240.00	28.5%	$20,520.00	28.5%	$20,520.00
6.	CONCRETE HEADWALLS/WINGWALLS	2	EA	$20,000.00	$32,000.00	16.0%	$5,120.00	10.0%	$3,200.00	17.0%	$5,440.00	28.5%	$9,120.00	28.5%	$9,120.00
7.	RIP-RAP PROTECTION	120	SY	$85.00	$10,200.00	16.0%	$1,632.00	10.0%	$1,020.00	17.0%	$1,734.00	28.5%	$2,907.00	28.5%	$2,907.00
8.	MISC. DRIVEWAY AND PAVEMENT REPLACEMENTS	800	SY	$95.00	$76,000.00	16.0%	$12,160.00	10.0%	$7,600.00	17.0%	$12,920.00	28.5%	$21,660.00	28.5%	$21,660.00
9.	TESTING	2,440	LF	$1.50	$3,660.00	16.0%	$585.60	10.0%	$366.00	17.0%	$622.20	28.5%	$1,043.10	28.5%	$1,043.10
10.	TRENCH SAFETY	2,440	LF	$2.50	$6,100.00	16.0%	$976.00	10.0%	$610.00	17.0%	$1,037.00	28.5%	$1,738.50	28.5%	$1,738.50
Total C.2 Storm Drain Improvements - Choate Pkwy					**$1,015,960.00**		**$162,553.60**		**$101,596.00**		**$172,713.20**		**$289,548.60**		**$289,548.60**

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

D.1 Earthwork Improvements - Roseland Pkwy & MI

Item No.	Description	QTY	RK Construction Unit	RK Construction Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	Clearing and grubbing of right-of-way, to include removal of all trees, brush, and debris with offsite disposal, complete in place	11.2	AC	$1,000.00	$11,170.00	16.0%	$1,787.20	10.0%	$1,117.00	17.0%	$1,898.90	28.5%	$3,183.45	28.5%	$3,183.45
2.	Unclassified excavation of ROW as per plans and Riner Report No. 21-0725, complete in place (8,735 CY CUT | 7,200 CY FILL)	8,735	CY	$9.50	$82,982.50	16.0%	$13,277.20	10.0%	$8,298.25	17.0%	$14,107.03	28.5%	$23,650.01	28.5%	$23,650.01
3.	Over excavate and moisture condition pavement subgrade per Riner Report No. 21-0725 (5' DEPTH)	10,575	SY	$5.00	$52,875.00	16.0%	$8,460.00	10.0%	$5,287.50	17.0%	$8,988.75	28.5%	$15,069.38	28.5%	$15,069.38
Total D.1 Earthwork Improvements - Roseland Pkwy & MI					**$147,027.50**		**$23,524.40**		**$14,702.75**		**$24,994.68**		**$41,902.84**		**$41,902.84**

D.2 Earthwork Improvements - Choate Pkwy

Item No.	Description	QTY	Unit	Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	GENERAL SITE PREPARATION, INCLUDE TREE REMOVALS	37	STA	$5,450.00	$202,740.00	16.0%	$32,438.40	10.0%	$20,274.00	17.0%	$34,465.80	28.5%	$57,780.90	28.5%	$57,780.90
2.	EARTHWORK	18,000	CY	$8.00	$144,000.00	16.0%	$23,040.00	10.0%	$14,400.00	17.0%	$24,480.00	28.5%	$41,040.00	28.5%	$41,040.00
3.	SILT FENCING	8,000	LF	$1.75	$14,000.00	16.0%	$2,240.00	10.0%	$1,400.00	17.0%	$2,380.00	28.5%	$3,990.00	28.5%	$3,990.00
4.	INLET PROTECTION	8	EA	$145.00	$1,160.00	16.0%	$185.60	10.0%	$116.00	17.0%	$197.20	28.5%	$330.60	28.5%	$330.60
5.	SW3P	0.400	EST	$75,000.00	$30,000.00	16.0%	$4,800.00	10.0%	$3,000.00	17.0%	$5,100.00	28.5%	$8,550.00	28.5%	$8,550.00
Total D.2 Earthwork Improvements - Choate Pkwy					**$391,900.00**		**$62,704.00**		**$39,190.00**		**$66,623.00**		**$111,691.50**		**$111,691.50**

E.1 Paving Improvements - Roseland Pkwy & MI

Item No.	Description	QTY	Precision Unit	Precision Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	10" 4,500 PSI REINFORCED CONCRETE PVMT.	9,042	SY	$64.00	$578,688.00	16.0%	$92,590.08	10.0%	$57,868.80	17.0%	$98,376.96	28.5%	$164,926.08	28.5%	$164,926.08
2.	UNREINFORCED CONCRETE PAVEMENT TRANSITION	423	SY	$35.00	$14,805.00	16.0%	$2,368.80	10.0%	$1,480.50	17.0%	$2,516.85	28.5%	$4,219.43	28.5%	$4,219.43
3.	8" LIME STABILIZED SUBGRADE	11,294	SY	$10.00	$112,940.00	16.0%	$18,070.40	10.0%	$11,294.00	17.0%	$19,199.80	28.5%	$32,187.90	28.5%	$32,187.90
4.	LIME MATERIAL (48LB/SY MIN, 8%)	275	TON	$0.00	$0.00	16.0%	$0.00	10.0%	$0.00	17.0%	$0.00	28.5%	$0.00	28.5%	$0.00
5.	BARRIER FREE RAMPS (10' WIDE)	2	EA	$850.00	$1,700.00	16.0%	$272.00	10.0%	$170.00	17.0%	$289.00	28.5%	$484.50	28.5%	$484.50
6.	CONNECT TO EXISTING CONCRETE PAVING	135	LF	$65.00	$8,775.00	16.0%	$1,404.00	10.0%	$877.50	17.0%	$1,491.75	28.5%	$2,500.88	28.5%	$2,500.88
7.	STREET HEADER	110	LF	$65.00	$7,150.00	16.0%	$1,144.00	10.0%	$715.00	17.0%	$1,215.50	28.5%	$2,037.75	28.5%	$2,037.75
8.	PREFABRICATED BIKE LANE PAVEMENT MARKING	8	EA	$450.00	$3,600.00	16.0%	$576.00	10.0%	$360.00	17.0%	$612.00	28.5%	$1,026.00	28.5%	$1,026.00
9.	TYPE III BARRICADE	3	EA	$650.00	$1,950.00	16.0%	$312.00	10.0%	$195.00	17.0%	$331.50	28.5%	$555.75	28.5%	$555.75
10.	TRAFFIC HANDLING	1	LS	$10,000.00	$10,000.00	16.0%	$1,600.00	10.0%	$1,000.00	17.0%	$1,700.00	28.5%	$2,850.00	28.5%	$2,850.00
11.	SAWCUT, REMOVE & DISPOSE OF EXISTING CONCRETE PAVEMENT	275	LF	$200.00	$55,000.00	16.0%	$8,800.00	10.0%	$5,500.00	17.0%	$9,350.00	28.5%	$15,675.00	28.5%	$15,675.00
Total E.1 Paving Improvements - Roseland Pkwy & MI					**$794,608.00**		**$127,137.28**		**$79,460.80**		**$135,083.36**		**$226,463.28**		**$226,463.28**

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

E.2 Paving Improvements - Choate Pkwy

Item No.	Description	QTY			Total Cost	SF Ph1		Townhomes		SF Ph2		MF 1 (NW)		MF 2 (E)	
			Unit	Unit Cost	Public	Share	Total	Share	Total	Share	Total	Share	Total	Share	Total
1.	10" REINFORCED CONCRETE PAVING	12,876	SY	$85.00	$1,094,460.00	16.0%	$175,113.60	10.0%	$109,446.00	17.0%	$186,058.20	28.5%	$311,921.10	28.5%	$311,921.10
2.	TEMPORARY UNREINFORCED CONCRETE PAVEMENT	1,260	SY	$35.00	$44,100.00	16.0%	$7,056.00	10.0%	$4,410.00	17.0%	$7,497.00	28.5%	$12,568.50	28.5%	$12,568.50
3.	8" LIME TREATED SUBGRADE (INC. LIME)	14,528	SY	$10.00	$145,280.00	16.0%	$23,244.80	10.0%	$14,528.00	17.0%	$24,697.60	28.5%	$41,404.80	28.5%	$41,404.80
4.	MOISTURE CONDITIONING (6' DEPTH)	14,528	SY	$4.50	$65,376.00	16.0%	$10,460.16	10.0%	$6,537.60	17.0%	$11,113.92	28.5%	$18,632.16	28.5%	$18,632.16
5.	REMOVE EXISTING ASPHALT PAVEMENT	8,507	SY	$25.00	$212,666.67	16.0%	$34,026.67	10.0%	$21,266.67	17.0%	$36,153.33	28.5%	$60,610.00	28.5%	$60,610.00
6.	REVEGETATION	7,120	SY	$3.50	$24,920.00	16.0%	$3,987.20	10.0%	$2,492.00	17.0%	$4,236.40	28.5%	$7,102.20	28.5%	$7,102.20
7.	TEMPORARY TRAFFIC CONTROL	0.4	LS	$112,500.00	$45,000.00	16.0%	$7,200.00	10.0%	$4,500.00	17.0%	$7,650.00	28.5%	$12,825.00	28.5%	$12,825.00
Total E.2 Paving Improvements - Choate Pkwy					**$1,631,802.67**		**$261,088.43**		**$163,180.27**		**$277,406.45**		**$465,063.76**		**$465,063.76**

F.1 Signage & Striping Improvements - Roseland Pkwy & MI

Item No.	Description	QTY	Precision		Total Cost	SF Ph1		Townhomes		SF Ph2		MF 1 (NW)		MF 2 (E)	
			Unit	Unit Cost	Public	Share	Total	Share	Total	Share	Total	Share	Total	Share	Total
1.	STOP SIGN W/ 2 STREET NAME	2	EA	$850.00	$1,700.00	16.0%	$272.00	10.0%	$170.00	17.0%	$289.00	28.5%	$484.50	28.5%	$484.50
2.	4" YELLOW RETROFLECTIVE PAVEMENT MARKING	1,172	LF	$6.00	$7,032.00	16.0%	$1,125.12	10.0%	$703.20	17.0%	$1,195.44	28.5%	$2,004.12	28.5%	$2,004.12
3.	4" WHITE RETROFLECTIVE PAVEMENT MARKING	3,039	LF	$6.00	$18,234.00	16.0%	$2,917.44	10.0%	$1,823.40	17.0%	$3,099.78	28.5%	$5,196.69	28.5%	$5,196.69
4.	TRAFFIC SIGNS	9	EA	$650.00	$5,850.00	16.0%	$936.00	10.0%	$585.00	17.0%	$994.50	28.5%	$1,667.25	28.5%	$1,667.25
Total F.1 Signage & Striping Improvements - Roseland Pkwy & MI					**$32,816.00**		**$5,250.56**		**$3,281.60**		**$5,578.72**		**$9,352.56**		**$9,352.56**

F.2 Signage & Striping Improvements - Choate Pkwy

Item No.	Description	QTY	Precision		Total Cost	SF Ph1		Townhomes		SF Ph2		MF 1 (NW)		MF 2 (E)	
			Unit	Unit Cost	Public	Share	Total	Share	Total	Share	Total	Share	Total	Share	Total
1.	PAVEMENT MARKINGS	4,092	LF	$1.50	$6,138.00	16.0%	$982.08	10.0%	$613.80	17.0%	$1,043.46	28.5%	$1,749.33	28.5%	$1,749.33
2.	ALUMINUM PANEL SIGNS & BREAKAWAY POSTS	10.8	EA	$200.00	$2,160.00	16.0%	$345.60	10.0%	$216.00	17.0%	$367.20	28.5%	$615.60	28.5%	$615.60
Total F.2 Signage & Striping Improvements - Choate Pkwy					**$8,298.00**		**$1,327.68**		**$829.80**		**$1,410.66**		**$2,364.93**		**$2,364.93**

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

G. Miscellaneous - Roseland Pkwy & MI

Item No.	Description	QTY	Precision Unit	Precision Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	2-YR MAINTENANCE BOND	1	LS	$88,665.78	$88,665.78	16.0%	$14,186.52	10.0%	$8,866.58	17.0%	$15,073.18	28.5%	$25,269.75	28.5%	$25,269.75
2.	2-YR PAVING MAINTENANCE BOND	1	LS	$3,740.00	$3,740.00	16.0%	$598.40	10.0%	$374.00	17.0%	$635.80	28.5%	$1,065.90	28.5%	$1,065.90
	Total G. Miscellaneous - Roseland Pkwy & MI				**$92,405.78**		**$14,784.92**		**$9,240.58**		**$15,708.98**		**$26,335.65**		**$26,335.65**

G.2 Miscellaneous - Choate Pkwy

Item No.	Description	QTY	Unit	Unit Cost	Total Cost Public	SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
1.	PROJECT SIGN	0.8	EA	$2,000.00	$1,600.00	16.0%	$256.00	10.0%	$160.00	17.0%	$272.00	28.5%	$456.00	28.5%	$456.00
2.	CONSTRUCTION SURVEYING	0.4	EST	$90,000.00	$36,000.00	16.0%	$5,760.00	10.0%	$3,600.00	17.0%	$6,120.00	28.5%	$10,260.00	28.5%	$10,260.00
	Total G.2 Miscellaneous - Choate Pkwy				**$37,600.00**		**$6,016.00**		**$3,760.00**		**$6,392.00**		**$10,716.00**		**$10,716.00**

SUMMARY - MAJOR PUBLIC IMPROVEMENTS		SF Ph1 Share	SF Ph1 Total	Townhomes Share	Townhomes Total	SF Ph2 Share	SF Ph2 Total	MF 1 (NW) Share	MF 1 (NW) Total	MF 2 (E) Share	MF 2 (E) Total
A. Water Improvements - Roseland Pkwy & MI	$958,692.00	16.0%	$153,390.72	10.0%	$95,869.20	17.0%	$162,977.64	28.5%	$273,227.22	28.5%	$273,227.22
B. Wastewater Improvements - Roseland Pkwy & MI	$886,074.00	16.0%	$141,771.84	10.0%	$88,607.40	17.0%	$150,632.58	28.5%	$252,531.09	28.5%	$252,531.09
C.1 Storm Drain Improvements - Roseland Pkwy & MI	$813,801.00	16.0%	$130,208.16	10.0%	$81,380.10	17.0%	$138,346.17	28.5%	$231,933.29	28.5%	$231,933.29
C.2 Storm Drain Improvements - Choate Pkwy	$1,015,960.00	16.0%	$162,553.60	10.0%	$101,596.00	17.0%	$172,713.20	28.5%	$289,548.60	28.5%	$289,548.60
D.1 Earthwork Improvements - Roseland Pkwy & MI	$147,027.50	16.0%	$23,524.40	10.0%	$14,702.75	17.0%	$24,994.68	28.5%	$41,902.84	28.5%	$41,902.84
D.2 Earthwork Improvements - Choate Pkwy	$391,900.00	16.0%	$62,704.00	10.0%	$39,190.00	17.0%	$66,623.00	28.5%	$111,691.50	28.5%	$111,691.50
E.1 Paving Improvements - Roseland Pkwy & MI	$794,608.00	16.0%	$127,137.28	10.0%	$79,460.80	17.0%	$135,083.36	28.5%	$226,463.28	28.5%	$226,463.28
E.2 Paving Improvements - Choate Pkwy	$1,631,802.67	16.0%	$261,088.43	10.0%	$163,180.27	17.0%	$277,406.45	28.5%	$465,063.76	28.5%	$465,063.76
F.1 Signage & Striping Improvements - Roseland Pkwy & MI	$32,816.00	16.0%	$5,250.56	10.0%	$3,281.60	17.0%	$5,578.72	28.5%	$9,352.56	28.5%	$9,352.56
F.2 Signage & Striping Improvements - Choate Pkwy	$8,298.00	16.0%	$1,327.68	10.0%	$829.80	17.0%	$1,410.66	28.5%	$2,364.93	28.5%	$2,364.93
G. Miscellaneous - Roseland Pkwy & MI	$92,405.78	16.0%	$14,784.92	10.0%	$9,240.58	17.0%	$15,708.98	28.5%	$26,335.65	28.5%	$26,335.65
G.2 Miscellaneous - Choate Pkwy	$37,600.00	16.0%	$6,016.00	10.0%	$3,760.00	17.0%	$6,392.00	28.5%	$10,716.00	28.5%	$10,716.00
SUBTOTAL	$6,810,984.95	16.0%	$1,089,757.59	10.0%	$681,098.50	17.0%	$1,157,867.44	28.5%	$1,941,130.71	28.5%	$1,941,130.71
Survey, Platting, Eng., Permitting & Staking (10.0%)	$681,098.50	16.0%	$108,975.76	10.0%	$68,109.85	17.0%	$115,786.74	28.5%	$194,113.07	28.5%	$194,113.07
Construction Management (4%)	$272,439.40	16.0%	$43,590.30	10.0%	$27,243.94	17.0%	$46,314.70	28.5%	$77,645.23	28.5%	$77,645.23
City Fees (3.5%)	$238,384.47	16.0%	$38,141.52	10.0%	$23,838.45	17.0%	$40,525.36	28.5%	$67,939.57	28.5%	$67,939.57
Contingency (10%)	$681,098.50	16.0%	$108,975.76	10.0%	$68,109.85	17.0%	$115,786.74	28.5%	$194,113.07	28.5%	$194,113.07
TOTAL MAJOR PUBLIC IMPROVEMENT COST	**$8,684,005.81**		**$1,389,440.93**		**$868,400.58**		**$1,476,280.99**		**$2,474,941.66**		**$2,474,941.66**

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

PID Estimate
Ten Mile Creek
City of Celina, Collin County, Texas
February 24, 2023

Single Family - Ph1

Water Improvements

Item No.	Description	QTY Public	QTY Private	Precision Unit	Precision Unit Cost	Total Cost Public	Total Cost Private
1.	8" P.V.C. WATER LINE (INC. ALL FITTINGS, BLOCKING, PLUGS, AND CONNECTIONS TO EXISTING LINES)	8,800	0	LF	$80.00	$704,000.00	$0.00
2.	8" GATE VALVE & BOX	34	0	EA	$2,500.00	$85,000.00	$0.00
3.	1" SINGLE WATER SERVICE	182	0	EA	$1,250.00	$227,500.00	$0.00
4.	2" DOMESTIC WATER SERVICE	1	0	EA	$1,500.00	$1,500.00	$0.00
5.	1" IRRIGATION SERVICE	8	0	EA	$1,250.00	$10,000.00	$0.00
6.	12"X8" TAPPING SLEEVE & VALVE	2	0	EA	$3,000.00	$6,000.00	$0.00
7.	2000 PSI STEEL ENCASEMENT	120	0	LF	$225.00	$27,000.00	$0.00
8.	FIRE HYDRANT ASSEMBLY	19	0	EA	$7,800.00	$148,200.00	$0.00
9.	2" POST HYDRANT W/ AUTOMATIC FLUSH VALVE	2	0	EA	$7,800.00	$15,600.00	$0.00
10.	TESTING & DISINFECTION	8,800	0	LF	$2.00	$17,600.00	$0.00
11.	TRENCH SAFETY	8,800	0	LF	$1.00	$8,800.00	$0.00
					Total Water Improvements	**$1,251,200.00**	**$0.00**

Wastewater Improvements

Item No.	Description	QTY Public	QTY Private	Precision Unit	Precision Unit Cost	Total Cost Public	Total Cost Private
1.	8" SDR 35 PIPE (0'-10' DEEP) (INC. ALL FITTINGS, PLUGS, AND CONNECTIONS TO EX. LINES)	4,600	0	LF	$40.00	$184,000.00	$0.00
2.	8" SDR 26 PIPE (>10' DEEP) (INC. ALL FITTINGS, PLUGS, AND CONNECTIONS TO EX. LINES)	1,430	0	LF	$45.00	$64,350.00	$0.00
3.	CONCRETE ENCASEMENT	200	0	LF	$225.00	$45,000.00	$0.00
4.	4' DIA. WW MANHOLE	14	0	EA	$5,500.00	$77,000.00	$0.00
5.	5' DIA. MANHOLE	10	0	EA	$6,000.00	$60,000.00	$0.00
6.	5' DIA. DROP MANHOLE	1	0	EA	$6,500.00	$6,500.00	$0.00
7.	ADDITIONAL 5' DIA MH DEPTH (> 10')	42	0	VF	$450.00	$18,900.00	$0.00
8.	4" SERVICE LINES	183	0	EA	$1,250.00	$228,750.00	$0.00
9.	MANHOLE VACUUM TESTING	25	0	EA	$250.00	$6,250.00	$0.00
10.	TESTING & TV INSPECTION	6,030	0	LF	$2.00	$12,060.00	$0.00
11.	TRENCH SAFETY	6,030	0	LF	$1.00	$6,030.00	$0.00
					Total Wastewater Improvements	**$708,840.00**	**$0.00**

Storm Drain Improvements

Item No.	Description	QTY Public	QTY Private	Precision Unit	Precision Unit Cost	Total Cost Public	Total Cost Private
1.	18" R.C.P. (INC. FITTINGS)	2,180	0	LF	$85.00	$185,300.00	$0.00
2.	24" R.C.P. (INC. FITTINGS)	2,120	0	LF	$125.00	$265,000.00	$0.00
3.	30" R.C.P. (INC. FITTINGS)	340	0	LF	$156.00	$53,040.00	$0.00
4.	36" R.C.P. (INC. FITTINGS)	1,340	0	LF	$185.00	$247,900.00	$0.00
5.	42" R.C.P. (INC. FITTINGS)	154	0	LF	$224.00	$34,496.00	$0.00
6.	10' CURB INLET	32	0	EA	$4,500.00	$144,000.00	$0.00
7.	10' CURB INLET W/ DEBRIS SEPARATOR	1	0	EA	$5,000.00	$5,000.00	$0.00
8.	4' STORM DRAIN MANHOLE	8	0	EA	$5,500.00	$44,000.00	$0.00
9.	LARGE DEBRIS SEPARATOR	3	0	EA	$5,000.00	$15,000.00	$0.00
10.	18" SLOPED HEADWALL	1	0	EA	$3,200.00	$3,200.00	$0.00
11.	24" SLOPED HEADWALL	1	0	EA	$3,750.00	$3,750.00	$0.00
12.	30" SLOPED HEADWALL	2	0	EA	$4,000.00	$8,000.00	$0.00
13.	36" SLOPED HEADWALL	2	0	EA	$4,500.00	$9,000.00	$0.00
14.	42" HEADWALL W/ PARALLEL WINGWALLS (CH-PW-O)	1	0	EA	$5,000.00	$5,000.00	$0.00
15.	FLEX-A-MAT AT OUTFALL	320	0	SY	$155.00	$49,600.00	$0.00
16.	TESTING & TV INSPECTION	6,134	0	LF	$2.00	$12,268.00	$0.00
17.	TRENCH SAFETY	6,134	0	LF	$1.00	$6,134.00	$0.00

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Total Storm Drain Improvements	**$1,090,688.00**	**$0.00**

Earthwork Improvements

Item No.	Description	QTY		RK Construction		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	Remove and dispose of existing fencing, complete in place	2,478.0	0	LF	$2.50	$6,195.00	$0.00
2.	Remove and dispose of existing concrete storm shelter by previous residence	1	0	LS	$10,000.00	$10,000.00	$0.00
3.	Clearing and grubbing site, to include the removal of any/all trees, brush, trash, and debris with offsite legal disposal, complete in place	47.4	10.9	ACRE	$1,000.00	$47,400.00	$10,900.00
4.	Unclassified excavation, to include street, residential lot, common area lot, open space, berm, swale, overcutting for retaining walls, grade-to-drain, and offsite borrow site, as per plans and Riner Report No. 21-0725, complete in place (77,600 CY CUT | 64,400 CY FILL)	63,092	14,508	CY	$3.00	$189,274.79	$43,525.21
5.	Lot benching to be completed with mass excavation, complete in place	0	183	LOT	$500.00	$0.00	$91,500.00
6.	Over excavate and moisture condition pavement subgrade per Riner Report No. 21-0725 (5' DEPTH)	33,946	0	SY	$5.00	$169,730.00	$0.00
7.	Moisture condition building pads per Riner Report No. 21-0725 (2' DEPTH)	0	183	LOT	$1,500.00	$0.00	$274,500.00
8.	6-mil (minimum) polyethylene plastic sheeting placed 8 to 12 inches below final grade and extending 5 feet beyond the designated building pad area, as per Riner Report No. 21-0725, complete in place	0	183	LOT	$600.00	$0.00	$109,800.00
9.	Final pad grading and cleanup (post paving), complete in place (+/- 0.1' tolerance)	0	183	LOT	$200.00	$0.00	$36,600.00
10.	Final grading of HOA lots (post paving), complete in place (+/- 0.2' tolerance)	0	8	AC	$200.00	$0.00	$1,600.00
					Total Earthwork Improvements	**$422,599.79**	**$568,425.21**

Paving Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	7" 4,500 PSI REINFORCED CONCRETE PVMT.	30,650	0	SY	$56.00	$1,716,400.00	$0.00
2.	8" LIME STABILIZED SUBGRADE	34,700	0	SY	$10.00	$347,000.00	$0.00
3.	LIME MATERIAL (48LB/SY MIN, 8%)	833	0	TON	$0.00	$0.00	$0.00
4.	SIDEWALK (4" THICK)	14,000	0	SF	$4.00	$56,000.00	$0.00
5.	BARRIER FREE RAMPS	37	0	EA	$1,050.00	$38,850.00	$0.00
6.	15' STAMPED AND STAINED CONCRETE CROSSWALK	160	0	LF	$210.00	$33,600.00	$0.00
7.	CONNECT TO EXISTING CONCRETE PAVING	110	0	LF	$65.00	$7,150.00	$0.00
8.	STREET HEADER	58	0	LF	$65.00	$3,770.00	$0.00
9.	TYPE III BARRICADE	2	0	EA	$650.00	$1,300.00	$0.00
10.	TRAFFIC HANDLING	1	0	LS	$5,000.00	$5,000.00	$0.00
11.	SAWCUT, REMOVE & DISPOSE OF EXISTING ASPHALT PAVEMENT	130	0	LF	$225.00	$29,250.00	$0.00
					Total Paving Improvements	**$2,238,320.00**	**$0.00**

Signage & Striping Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	STOP SIGN W/ 2 STREET NAME	17	0	EA	$850.00	$14,450.00	$0.00
2.	STOP SIGN	1	0	EA	$650.00	$650.00	$0.00
3.	2 STREET NAME SIGN	5	0	EA	$650.00	$3,250.00	$0.00

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Total Signage & Striping Improvements	**$18,350.00**	**$0.00**

Miscellaneous

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	2-YR UTILITIES MAINTENANCE BOND	1	0	LS	$69,000.00	$69,000.00	$0.00
2.	2-YR PAVING MAINTENANCE BOND	1	0	LS	$45,000.00	$45,000.00	$0.00
					Total Miscellaneous	**$114,000.00**	**$0.00**

	Public	Private
Subtotal	$5,843,997.79	$568,425.21
Survey, Platting, Eng., Permitting & Staking (10.0%)	$584,399.78	$56,842.52
Construction Management (4%)	$233,759.91	$22,737.01
City Fees (3.5%)	$204,539.92	$19,894.88
Contingency (10%)	$584,399.78	$56,842.52

Total Single Family Improvement Costs	**$7,451,097.18**	**$724,742.15**

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

PID Estimate
Ten Mile Creek
City of Celina, Collin County, Texas
February 24, 2023

Townhomes

Water Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	8" P.V.C. WATER LINE (INC. ALL FITTINGS, BLOCKING, PLUGS, AND CONNECTIONS TO EXISTING LINES)	4,540	0	114	$80.00	$363,200.00	$0.00
2.	8" GATE VALVE & BOX	31	0	EA	$2,500.00	$77,500.00	$0.00
3.	1" SINGLE WATER SERVICE	114	0	EA	$1,250.00	$142,500.00	$0.00
4.	1" IRRIGATION SERVICE	6	0	EA	$1,250.00	$7,500.00	$0.00
5.	FIRE HYDRANT ASSEMBLY	10	0	EA	$7,800.00	$78,000.00	$0.00
6.	2" POST HYDRANT W/ AUTOMATIC FLUSH VALVE	2	0	EA	$7,800.00	$15,600.00	$0.00
7.	TESTING & DISINFECTION	4,540	0	LF	$2.00	$9,080.00	$0.00
8.	TRENCH SAFETY	4,540	0	LF	$1.00	$4,540.00	$0.00
					Total Water Improvements	**$697,920.00**	**$0.00**

Wastewater Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	8" SDR 35 PIPE (0'-10' DEEP) (INC. ALL FITTINGS, PLUGS, AND CONNECTIONS TO EX. LINES)	2,265	0	LF	$40.00	$90,600.00	$0.00
2.	8" SDR 26 PIPE (>10' DEEP) (INC. ALL FITTINGS, PLUGS, AND CONNECTIONS TO EX. LINES)	215	0	LF	$55.00	$11,825.00	$0.00
3.	4' DIA. WW MANHOLE (0'-10' DEEP)	11	0	EA	$5,500.00	$60,500.00	$0.00
4.	5' DIA. WW MANHOLE (>10' DEEP)	3	0	EA	$7,500.00	$22,500.00	$0.00
5.	4" SERVICE LINES	114	0	EA	$1,250.00	$142,500.00	$0.00
6.	CONCRETE ENCASEMENT	160	0	LF	$225.00	$36,000.00	$0.00
7.	MANHOLE VACUUM TESTING	14	0	EA	$250.00	$3,500.00	$0.00
8.	TESTING & TV INSPECTION	2,480	0	LF	$2.00	$4,960.00	$0.00
9.	TRENCH SAFETY	2,480	0	LF	$1.00	$2,480.00	$0.00
					Total Wastewater Improvements	**$374,865.00**	**$0.00**

Storm Drain Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	18" R.C.P. (INC. FITTINGS AND PLUGS)	925	0	LF	$85.00	$78,625.00	$0.00
2.	24" R.C.P. (INC. FITTINGS AND PLUGS)	1,465	0	LF	$125.00	$183,125.00	$0.00
3.	36" R.C.P. (INC. FITTINGS)	500	0	LF	$185.00	$92,500.00	$0.00
4.	48" R.C.P. (INC. FITTINGS)	385	0	LF	$263.00	$101,255.00	$0.00
5.	60" R.C.P. (INC. FITTINGS)	40	0	LF	$303.00	$12,120.00	$0.00
6.	4' STORM DRAIN MANHOLE	1	0	EA	$5,500.00	$5,500.00	$0.00
7.	5' STORM DRAIN MANHOLE	1	0	EA	$6,500.00	$6,500.00	$0.00
8.	6' STORM DRAIN MANHOLE	1	0	EA	$7,000.00	$7,000.00	$0.00
9.	LARGE DEBRIS SEPARATOR	2	0	EA	$7,500.00	$15,000.00	$0.00
10.	10' CURB INLET	10	0	EA	$5,500.00	$55,000.00	$0.00
11.	10' CURB INLET W/ DEBRIS SEPARATOR	2	0	EA	$7,500.00	$15,000.00	$0.00
12.	2-GRATE TYPE G INLET W/ 2' MOW STRIP	2	0	EA	$4,000.00	$8,000.00	$0.00
13.	2-GRATE TYPE G INLET W/ 2' MOW STRIP & SMALL DEBRIS SEPARATOR	3	0	EA	$6,500.00	$19,500.00	$0.00
14.	18" SLOPED HEADWALL	1	0	EA	$3,200.00	$3,200.00	$0.00
15.	24" SLOPED HEADWALL	3	0	EA	$4,500.00	$13,500.00	$0.00
16.	60" HEADWALL W/ FLARED WINGWALLS	1	0	EA	$7,500.00	$7,500.00	$0.00
17.	3'X3' AREA INLET	1	0	EA	$4,500.00	$4,500.00	$0.00
18.	FLEX-A-MAT AT OUTFALL	105	0	SY	$225.00	$23,625.00	$0.00
19.	TESTING & TV INSPECTION	3,315	0	LF	$2.00	$6,630.00	$0.00
20.	TRENCH SAFETY	3,315	0	LF	$1.00	$3,315.00	$0.00

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Total Storm Drain Improvements	**$661,395.00**	**$0.00**

Earthwork Improvements

Item No.	Description	QTY		Unit	RK Unit Cost	Public Cost	Private Cost
		Public	Private				
1.	Remove and dispose of existing fencing, complete in place	1,957.5	0	LF	$2.50	$4,893.75	$0.00
2.	Clearing and grubbing site, to include the removal of any/all trees, brush, trash, and debris with offsite legal disposal, complete in place	9.5	4.1	ACRE	$1,000.00	$9,500.00	$4,100.00
3.	Unclassified excavation, to include street, residential lot, common area lot, open space, berm, swale, overcutting for retaining walls, grade-to-drain, and offsite borrow site, as per plans and Riner Report No. 21-0725, complete in place (16,600 CY CUT | 19,400 CY FILL)	11,596	5,004	CY	$3.00	$34,786.76	$15,013.24
4.	Lot benching to be completed with mass excavation, complete in place	0	114	LOT	$500.00	$0.00	$57,000.00
5.	Over excavate and moisture condition pavement subgrade per Riner Report No. 21-0725 (5' DEPTH)	15,580	0	SY	$5.00	$77,900.00	$0.00
6.	Moisture condition building pads per Riner Report No. 21-0725 (2' DEPTH)	0	114	LOT	$1,500.00	$0.00	$171,000.00
7.	6-mil (minimum) polyethylene plastic sheeting placed 8 to 12 inches below final grade and extending 5 feet beyond the designated building pad area, as per Riner Report No. 21-0725, complete in place	0	114	LOT	$600.00	$0.00	$68,400.00
8.	Final pad grading and cleanup (post paving), complete in place (+/- 0.1' tolerance)	0	114	LOT	$200.00	$0.00	$22,800.00
9.	Final grading of HOA lots (post paving), complete in place (+/- 0.2' tolerance)	0	2	AC	$200.00	$0.00	$380.00
					Total Earthwork Improvements	**$127,080.51**	**$338,693.24**

Paving Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	10" 4,500 PSI REINFORCED CONCRETE PVMT.	14,670	0	SY	$56.00	$821,520.00	$0.00
2.	8" LIME STABILIZED SUBGRADE	16,710	0	SY	$10.00	$167,100.00	$0.00
3.	LIME MATERIAL (48LB/SY MIN, 8%)	401	0	TON	$0.00	$0.00	$0.00
4.	SIDEWALK (4" THICK)	9,300	0	SF	$4.00	$37,200.00	$0.00
5.	BARRIER FREE RAMPS	24	0	EA	$850.00	$20,400.00	$0.00
6.	15' STAMPED AND STAINED CONCRETE CROSSWALK	58	0	LF	$210.00	$12,180.00	$0.00
7.	CONNECT TO EXISTING CONCRETE PAVING	185	0	LF	$65.00	$12,025.00	$0.00
8.	TRAFFIC HANDLING	1	0	LS	$6,000.00	$6,000.00	$0.00
9.	SAWCUT, REMOVE & DISPOSE OF EXISTING CONCRETE PAVEMENT	185	0	LF	$225.00	$41,625.00	$0.00
					Total Paving Improvements	**$1,118,050.00**	**$0.00**

Signage & Striping Improvements

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	STOP SIGN W/ 2 STREET NAME	4	0	EA	$850.00	$3,400.00	$0.00
2.	STOP SIGN	1	0	EA	$650.00	$650.00	$0.00
3.	2 STREET NAME SIGN	11	0	EA	$650.00	$7,150.00	$0.00
					Total Signage & Striping Improvements	**$11,200.00**	**$0.00**

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Miscellaneous

Item No.	Description	QTY		Precision		Total Cost	
		Public	Private	Unit	Unit Cost	Public	Private
1.	2-YR UTILITIES MAINTENANCE BOND	1	0	LS	$40,000.00	$40,000.00	$0.00
2.	2-YR PAVING MAINTENANCE BOND	1	0	LS	$26,000.00	$26,000.00	$0.00
					Total Miscellaneous	**$66,000.00**	**$0.00**

	Public	Private
Subtotal	$3,056,510.51	$338,693.24
Survey, Platting, Eng., Permitting & Staking (10.0%)	$305,651.05	$33,869.32
Construction Management (4%)	$122,260.42	$13,547.73
City Fees (3.5%)	$106,977.87	$11,854.26
Contingency (10%)	$305,651.05	$33,869.32

Total Townhomes Improvement Costs	**$3,897,050.91**	**$431,833.88**

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APPENDIX C
LEGAL DESCRIPTIONS

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

LANDPOINT

LEGAL DESRIPTION: Metes and Bounds: Ten Mile Creek PID

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND COMPRISED OF FOUR TRACTS OF LAND OUT OF THE LEVIN ROUTH SURVEY, ABSTRACT NO. 779, COLLIN COUNTY, TEXAS, TRACT ONE BEING ALL OF THAT CERTAIN CALLED 22.29 ACRE TRACT OF LAND DESCRIBED BY DEED TO CELINA OUTER LOOP OWNER MF SOUTH LLC, RECORDED IN INSTRUMENT NO. 20211118002365750, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), TRACT TWO BEING ALL OF THAT CERTAIN CALLED 13.49 ACRE TRACT OF LAND DESCRIBED BY DEED TO CCD – TEN MILE CREEK, LLC, RECORDED IN INSTRUMENT NO. 20211117002353380, O.P.R.C.C.T., TRACT THREE BEING A PORTION OF THAT CERTAIN CALLED 134.67 ACRE TRACT OF LAND DESCRIBED BY DEED TO CCD – TEN MILE CREEK, LLC, RECORDED IN INSTRUMENT NO. 20211117002353400, O.P.R.C.C.T., AND TRACT FOUR BEING ALL OF THAT CERTAIN CALLED 20.03 ACRE TRACT OF LAND DESCRIBED BY DEED TO CCD – COIT LAND, LLC, RECORDED IN INSTRUMENT NO. 20211117002353390, O.P.R.C.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with cap found at an angle point in the northerly line of said 22.29 acre tract of land and being the Northwest corner of that certain called 7.92 acre tract of land described as Tract 1 by deed to Prime Outer Loop LP, recorded in Instrument No. 20211119002368200, O.P.R.C.C.T., and being in the southerly right-of-way line of Collin County Outer Loop, as described by deed to Collin County, recorded in Instrument No. 20191003001242980, O.P.R.C.C.T.;

THENCE South 17°13’39” East, a distance of 291.72 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found for the beginning of a curve to the left;

THENCE with said curve to the left, an arc length of 31.47 feet**,** having a radius of 20.00 feet, a central angle of 90°08’41”, and a long chord that bears South 62°17’50” East, a distance of 28.32 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found at the beginning of a curve to the left;

THENCE with said curve to the left, an arc length of 467.91 feet**,** having a radius of 467.91 feet, a central angle of 04°53’44”, and a long chord that bears North 70°11’07” East, a distance of 467.77 feet to a point for corner;

THENCE North 67°55’10” East, a distance of 610.11 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found;

THENCE North 02°32’36” West, a distance of 25.56 feet a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found for the beginning of a curve to the left;

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THENCE with said curve to the left, an arc length of 163.36 feet**,** having a radius of 475.00 feet, a central angle of 19°42’16”, and a long chord that bears North 12°23’26” West, a distance of 162.55 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found;

THENCE North 22°14’34” West, a distance of 124.55 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found at the Northeast corner of said 7.92 acre tract of land and being in the southerly right-of-way line of said Collin County Outer Loop;

THENCE North 67°45’26” East, a distance of 50.00 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found at the Northwest corner of that certain called 7.91 acre tract of land described by deed to Pioneer Investments Celina LLC, recorded in Instrument No. 20211119002368190, O.P.R.C.C.T.;

THENCE South 22°14’34” East, a distance of 124.55 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found for the beginning of a curve to the right;

THENCE with said curve to the right, an arc length of 167.67 feet**,** having a radius of 525.00 feet, a central angle of 18°17’55”, and a long chord that bears South 12°23’26” East, a distance of 166.96 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found;

THENCE North 86°22’27” East, a distance of 57.32 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found for the beginning of a curve to the left;

THENCE with said curve to the left, an arc length of 40.27 feet**,** having a radius of 125.00 feet, a central angle of 18°27’30”, and a long chord that bears North 77°08’42” East, a distance of 40.10 feet to a a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found;

THENCE North 67°55’02” East, a distance of 234.90 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found for the beginning of a curve to the right;

THENCE with said curve to the right, an arc length of 768.03 feet**,** having a radius of 3,234.98 feet, a central angle of 13°36’10”, and a long chord that bears North 72°08’08” East, a distance of 766.23 feet to a a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found;

THENCE North 10°44’50” West, a distance of 310.82 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found at the Northeast corner of said 7.91 acre tract of land and being in the southerly right-of-way line of said Collin County Outer Loop, and being the beginning of a curve to the right;

THENCE with said curve to the right, an arc length of 50.00 feet**,** having a radius of 3,544.50 feet, a central angle of 00°48’30”, and a long chord that bears North 79°20’13” East, a distance of 50.00 feet to a 1/2-inch iron rod with plastic cap stamped “CBG

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SURVEYING" found at the Northwest corner of that certain called 10.90 acre tract of land described as Tract 2 by said deed to Prime Outer Loop LP, recorded in Instrument No. 20211119002368200, O.P.R.C.C.T.;

THENCE South 10°44'50" East, a distance of 310.75 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 80°26'36" East, a distance of 70.58 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found for the beginning of a curve to the right;

THENCE with said curve to the right, an arc length of 131.30 feet**,** having a radius of 50.00 feet, a central angle of 150°27'31", and a long chord that bears South 53°04'33" East, a distance of 96.70 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 78°59'19" East, a distance of 89.33 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE South 10°57'57" East, a distance of 149.47 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 78°18'50" East, a distance of 139.06 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 45°10'30" East, a distance of 16.21 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 12°28'41" East, a distance of 133.00 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 21°34'05" East, a distance of 207.75 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 56°08'30" East, a distance of 28.38 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE South 89°16'29" East, a distance of 230.43 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE South 75°57'52" East, a distance of 91.11 feet to a point for corner;

THENCE South 35°03'53" East, a distance of 52.50 feet to a point for corner;

THENCE South 01°33'01" West, a distance of 91.49 feet to a point for corner;

THENCE South 02°48'59" East, a distance of 297.08 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found for the beginning of a curve to the right;

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THENCE with said curve to the right, an arc length of 112.99 feet, having a radius of 525.00 feet, a central angle of 12°19'52", and a long chord that bears North 75°44'58" East, a distance of 112.77 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found for a point of reverse curve;

THENCE with said reverse curve to the left**,** an arc length of 45.37 feet, having a radius of 150.00 feet, a central angle of 17°19'48", and a long chord that bears North 73°15'00" East, a distance of 45.20 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 64°35'06" East, a distance of 39.01 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found for the beginning of a curve to the right;

THENCE with said curve to the right, an arc length of 36.94 feet, having a radius of 150.00 feet, a central angle of 14°06'36", and a long chord that bears North 71°38'30" East, a distance of 36.85 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 78°41'20" East, a distance of 134.18 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found for the beginning of a curve to the right;

THENCE with said curve to the right, an arc length of 160.58 feet, having a radius of 1,000.44 feet, a central angle of 09°11'33", and a long chord that bears North 05°09'58" West, a distance of 160.34 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 00°33'29" West, a distance of 60.67 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 01°22'09" East, a distance of 150.02 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

THENCE North 00°33'13" West, a distance of 153.19 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found at the Northeast corner of said 10.90 acre tract of land and being in the southerly right-of-way line of said Collin County Outer Loop, and being the beginning of a curve to the left;

THENCE with said curve to the left, an arc length of 142.65 feet, having a radius of 14,335.50 feet, a central angle of 00°34'13", and a long chord that bears South 89°18'53" East, a distance of 142.65 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found at the Northwest corner of that certain called 15.00 acre tract of land described by deed to Celina Outerloop LP, recorded in Instrument No. 20211119002368170, O.P.R.C.C.T.;

THENCE South 45°01'58" West, a distance of 59.67 feet to a 1/2-inch iron rod with plastic cap stamped "CBG SURVEYING" found;

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THENCE South 00°32’28” East, a distance of 109.92 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found;

THENCE South 01°19’36” West, a distance of 150.04 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found;

THENCE South 00°30’21” East, a distance of 59.03 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found for the beginning of a curve to the left;

THENCE with said curve to the left, an arc length of 311.04 feet, having a radius of 898.80 feet, a central angle of 19°49’40”, and a long chord that bears South 10°27’03” East, a distance of 309.49 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found at the Southwest corner of said 15.00 acre tract of land and the Northwest corner of said 20.03 acre tract of land;

THENCE North 72°47’41” East, a distance of 340.63 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found;

THENCE North 89°27’05” East, a distance of 806.32 feet to a point for corner for the Southeast corner of said 15.00 acre tract of land and the Northeast corner of said 20.03 acre tract of land;

THENCE South 00°33’25” East, a distance of 1,198.10 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found for the Southeast corner of said 20.03 acre tract of land, and being the Northwest corner of that certain called 4.25 acre tract of land described as Tract 2 by said deed to Celina Outerloop LP, recorded in Instrument No. 20211119002368170, O.P.R.C.C.T.;

THENCE South 89°40’04” West, a distance of 338.04 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found for the Southwest corner of said 20.03 acre tract of land and the Northwest corner of said 4.25 acre tract of land, and being the beginning of a curve to the right;

THENCE with said curve to the right, an arc length of 226.89 feet, having a radius of 1,003.05 feet, a central angle of 12°57’38”, and a long chord that bears South 06°49’03” East, a distance of 226.41 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found;

THENCE South 00°18’49” East, a distance of 320.00 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found;

THENCE South 55°27’44” East, a distance of 50.31 feet to a point for corner; **THENCE**

South 89°45’21” West, a distance of 350.00 feet to a point for corner; **THENCE** South

85°56’30” West, a distance of 150.33 feet to a point for corner; **THENCE** South

89°45’21” West, a distance of 3,110.70 feet to a point for corner;

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THENCE North 00°18’15” West, a distance of 602.71 feet to a point for corner;

THENCE South 89°21’33” West, a distance of 636.30 feet to an iron rod found;

THENCE South 89°45’07” West, a distance of 637.36 feet to an iron rod found at the Southwest corner of said 22.29 acre tract of land;

THENCE North 12°18’08” West, a distance of 92.39 feet to a point for corner; **THENCE** North 16°58’07” West, a distance of 100.00 feet to a point for corner; **THENCE** North 25°35’07” West, a distance of 147.00 feet to a point for corner; **THENCE** North 03°35’07” West, a distance of 60.00 feet to a point for corner; **THENCE** North 47°00’53” East, a distance of 189.59 feet to a point for corner; **THENCE** North 00°25’07” West, a distance of 181.94 feet to an iron rod found;

THENCE North 00°18’12” West, a distance of 137.76 feet to a 1/2-inch iron rod with plastic cap stamped “CBG SURVEYING” found at the Northwest corner of said 22.29 acre tract of land and being in the southerly right-of-way line of said Collin County Outer Loop, and being the beginning of a curve to the left;

THENCE with said curve to the left, an arc length of 349.51 feet, having a radius of 5,220.50 feet, a central angle of 03°50’09”, and a long chord that bears North 75°03’51” East, a distance of 349.45 feet to the **POINT OF BEGINNING** and containing 184.74 acres of land, more or less.

The herein referenced tract is referenced to State Plane Coordinates, Texas North Central Zone, 4202.

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LEGAL DESCRIPTION: Major Improvement Area West (MIA Part 1 of 2)

Being a 81.579 acre tract or parcel of land situated in C. Watson Survey, Abstract No. 945 and the Levin Routh Survey, Abstract No. 779, Collin County, Texas, being a part of a called 22.29 acre tract of land, described as Celina Outer Loop, conveyed to MF South LLC, recorded in Instrument No. 20211118002365750, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), being a part of a called 13.49 acre tract of land described in the deed to CCD - TEN MILE CREEK, LLC, recorded in Instrument No. 20211117002353380, Official Public Records of Collin County, Texas, also being a part of a called 134.67 acre tract of land described in the deed to CCD - TEN MILE CREEK, LLC, recorded in Instrument No. 20211117002353400, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds and follows:

BEGINNING at a 5/8-inch iron rod with red cap stamped "Landpoint" found in a West line of said 134.67 acre tract, same being the common East line of a called 4.043 acre tract of land, conveyed to ETS Celina LLC, Instrument No. 20210506000918620, O.P.R.C.C.T.;

THENCE North 00° 18' 15" West, with said common line, a distance of 602.71 feet to a point for corner, same being the Northeast corner of said 4.043 acre tract;

THENCE South 89° 21' 33" West, a distance of 636.30 feet to a 1/2-inch capped iron rod found for an angle point, same being the Northwest corner of said 4.043 acre tract, and the Northeast corner of a called 6.00 acre tract of land, conveyed to Manus & Suwanna Chairprasert, recorded in Instrument No. 20080606000688720, O.P.R.C.C.T.;

THENCE South 89° 45' 07" West, a distance of 637.36 feet to a 1/2-inch iron rod found for corner, same being in the West line of said 22.29 acre tract, same being the North east interior ell corner of a called 9.00 acre tract of land, conveyed to Bellevue Partners, LTD, recorded in Instrument No. 20200228000283500;

THENCE North 12° 18' 08" West, passing a 1/2-inch iron rod found at the most Northerly Northeast corner of said 9.00 acre tract, same being an Easterly Southeast corner of a called 43.916 acre tract of land, conveyed to Bellevue Partners, LTD, recorded in Instrument No. 20191024001339900, O.P.R.C.C.T., for a total distance of 92.39 feet to a point for corner;

THENCE with continuing with the West line of said 22.29 acre tract of land, the following Five (5) courses and distances:

1. North 16° 58' 07" West, a distance of 100.00 feet to a point for corner;

2. North 25° 35' 07" West, a distance of 147.00 feet to a point for corner;

3. North 03° 35' 07" West, a distance of 60.00 feet to a point for corner;

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4. North 47° 00' 53" East, a distance of 189.59 feet to a point for corner;

5. North 00° 25' 07" West, a distance of 181.94 feet to 1/2-inch iron rod found for an angle point in said common line, same being a Southeast corner of a called 54.937 acre tract of land, described as Collin County Outer Loop (Variable Width Right-of-way), conveyed to Collin County, recorded in Instrument No. 20191003001242980, O.P.R.C.C.T.;

THENCE North 00° 18' 12" West, a distance of 137.76 feet to a 1/2-inch capped iron rod stamped "CBG SURVEYING" found at the Northwest corner of said 22.29 acre tract, same being in a south right-of-way line of said Collin County Outer Loop (Variable Width Right-of-way), and the beginning of a non-tangential curve to the left;

Along said curve to the left, with an arc length of 349.51 feet, a central angle of 03° 50' 09", a radius of 5220.50 feet and a chord that bears North 75° 03' 51" East, a distance of 349.45 feet to a 1/2-inch capped iron rod found at the end of said curve, same being in the South right-of-way line of said Collin County Outer Loop (Variable Width Right-of-way), same being the Northeast corner of said 22.29 acre tract and the Northwest corner of a called 7.92 acre tract, described as Tract 1, conveyed to Prime Outer Loop LP, recorded in Instrument No. 20211119002368200, O.P.R.C.C.T.;

THENCE South 17° 13' 39" East, with the common line of said 22.29 acre tract and said 7.92 acre tract, a distance of 291.72 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found in said common line, at the beginning of a curve to the left;

Along said curve to the left, with an arc length of 31.46 feet, a central angle of 90° 08' 22", a radius of 20.00 feet and a chord that bears South 62° 17' 50" East, a distance of 28.32 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found in said common line, at the beginning of a non-tangential curve left;

Along said curve to the left, with an arc length of 467.91 feet, a central angle of 04° 53' 44", a radius of 5476.38 feet and a chord that bears North 70° 11' 07" East, a distance of 467.77 feet to an angle point at the end of said curve;

THENCE North 67° 55' 10" East, a distance of 610.11 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found for corner, same being the Northeast corner of said 22.29 acre tract, same being in the West line of said 13.49 acre tract;

THENCE South 02° 32' 18" East, a distance of 165.85 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found for an angle point;

THENCE South 02° 34' 26" East, a distance of 31.14 feet to a 5/8-inch iron rod with red cap stamped "Landpoint" found for corner, at the beginning of a non-tangential curve to the left;

Along said curve to the left, with an arc length of 138.38 feet, a central angle of 170° 49' 48", a radius of 46.41 feet and a chord that bears South 49° 36' 50" East, a distance of 92.53 feet to a 5/8-inch iron rod with red cap stamped "Landpoint" found (hereinafter referred to as a capped iron rod) for corner at the end of said curve;

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THENCE over and across said 134.67 acre tract of land the following Twenty-One (21) courses and distances:

1. South 84° 07' 50" East, a distance of 159.70 feet to a 1/2-inch iron rod with Yellow cap stamped "CBG" found (hereinafter referred to as "CBG" iron rod) for corner;

2. South 89° 12' 10" East, a distance of 26.27 feet to a "CBG" iron rod found for corner;

3. South 71° 20' 44" East, a distance of 264.53 feet to "CBG" iron rod found for corner;

4. North 70° 04' 44" East, a distance of 29.23 feet to "CBG" iron rod found for corner;

5. North 05° 40' 26" West, a distance of 94.40 feet to "CBG" iron rod found for corner;

6. North 87° 02' 11" East, a distance of 92.74 feet to "CBG" iron rod found for corner;

7. North 33° 47' 43" East, a distance of 81.08 feet to "CBG" iron rod found for corner;

8. South 17° 38' 29" East, a distance of 198.01 feet to a capped iron rod found for corner;

9. South 03° 28' 53" East, a distance of 130.00 feet to a capped iron rod found for corner;

10. South 23° 28' 53" East, a distance of 120.00 feet to a capped iron rod found for corner at the beginning of a non-tangential curve to the left;

11. Along said curve to the left, with an arc length of 32.01 feet, a central angle of 03° 51' 38", a radius of 475.00 feet and a chord that bears North 64° 35' 18" East, a distance of 32.00 feet to a capped iron rod found for corner at the beginning of a non-tangential curve to the right;

12. Along said curve to the right, with an arc length of 113.68 feet, a central angle of 130° 15' 53", a radius of 50.00 feet and a chord that bears South 80° 18' 23" East, a distance of 90.73 feet to a capped iron rod found for corner at the end of said curve;

13. North 57° 54' 30" East, a distance of 127.48 feet to a capped iron rod found for corner at the beginning of a non-tangential curve to the left;

14. Along said curve to the left, with an arc length of 305.58 feet, a central angle of 29° 10' 52", a radius of 600.00 feet and a chord that bears South 62° 02' 40" East, a distance of 302.29 feet to a capped iron rod found for corner;

15. South 76° 38' 06" East, a distance of 15.06 feet to a passing a capped iron rod found, for a total distance of 436.04 feet at the beginning of a curve to the left;

16. Along said curve to the right, with an arc length of 799.96 feet, a central angle of 76° 23' 27", a radius of 600.00 feet and a chord that bears South 38° 26' 22" East, a distance of 742.01 feet to a capped iron rod found for corner;

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17. South 00° 14' 39" East, a distance of 18.27 feet to a capped iron rod found for corner;

18. North 89° 45' 21" East, a distance of 102.50 feet to a capped iron rod found for corner;

19. South 00° 14' 39" East, a distance of 185.00 feet to a capped iron rod found for corner;

20. South 44° 45' 21" West, a distance of 35.36 feet to a capped iron rod found for corner;

21. South 89° 45' 21" West, a distance of 2442.20 feet to the **POINT OF BEGINNING** and containing (81.579 acres - 3,553,564 sq. ft.) of land, more or less.

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LANDPOINT

LEGAL DESCRIPTION: Major Improvement Area East (MIA Part 2 of 2)

Being a 26.193 acre tract or parcel of land situated in C. Watson Survey, Abstract No. 945, Collin County, Texas, being all of a called 20.03 acre tract of land, conveyed to CCD-COIT Land LLC, recorded in Instrument No. 20211117002353390, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), being a part of Future Roseland Parkway (100-Foot Wide Public Right-of-way), and being more particularly described by metes and bounds and follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found in the Northeast corner of a called 10.90 acre tract of land, described as Tract 2, conveyed to Prime Outer Loop LP, recorded in Instrument No. 20211119002368200, O.P.R.C.C.T., same being in the South right-of-way line of a called 54.937 acre tract of land, described as Collin County Outer Loop (Variable Width Right-of-way), conveyed to Collin County, recorded in Instrument No. 20191003001242980, O.P.R.C.C.T., at the beginning of a curve to the right;

Along said curve to the right, with an arc length of 143.01 feet, a central angle of 00° 13' 32", a radius of 36304.85 feet and a chord that bears South 89° 25' 28" East, a distance of 143.01 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found at the end of said curve, same being the Northwest corner of a called 15.00 acre tract, described as Tract 1, conveyed to Celina OuterLoop LP, recorded in Instrument No. 20211119002368170, O.P.R.C.C.T.;

THENCE with the West line of said 15.00 acre tract of land, the following Five (5) courses and distances:

1. South 45° 01' 58" West, a distance of 60.05 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found for corner;

2. South 00° 33' 13" East, a distance of 110.02 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found for corner;

3. South 01° 20' 13" West, a distance of 149.95 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found for corner;

4. South 00° 30' 08" East, a distance of 59.16 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found at the beginning of a non-tangential curve to the left;

5. Along said curve to the left, with an arc length of 310.90 feet, a central angle of 19° 47' 34", a radius of 900.00 feet and a chord that bears South 10° 27' 00" East, a distance of 309.36 feet to 1/2-inch iron rod with cap stamped "CBG SURVEYING" found at the end of said curve, same being the Southwest corner of said 15.00 acre tract and the Northwest corner of said 20.03 acre tract of land;

THENCE North 72° 47' 41" East, a distance of 340.66 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found for corner;

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THENCE North 89° 27' 05" East, a distance of 806.32 feet to a point for corner, same being the Southeast corner of said 15.00 acre tract and the Northeast corner of said 20.03 acre tract of land, same being in the West line of a called 40.279 acre tract of land, conveyed to G&N Estates, LLC, recorded in Instrument No. 20070315000355600, O.P.R.C.C.T.;

THENCE South 00° 33' 25" East, with the East line of said 20.03 acre tract and the West line of said 40.279 acre tract, a distance of 1198.10 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found for corner, same being the Southeast corner of said 20.03 acre tract and the Northeast corner of a called 4.25 acre tract, described as Tract 2, conveyed to Celina OuterLoop LP, recorded in Instrument No. 20211119002368170, O.P.R.C.C.T.;

THENCE South 89° 40' 04" West, a distance of 338.04 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found for corner, same being the Southwest corner of said 20.03 acre tract and the Northwest corner of said 4.25 acre tract at the beginning of a non-tangential curve to the right;

THENCE with the West line of said 4.25 acre tract of land, the following Three (3) courses and distances:

1. Along said curve to the right, with an arc length of 226.89 feet, a central angle of 12° 57' 38", a radius of 1003.05 feet and a chord that bears South 06° 49' 03" East, a distance of 226.41 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found at an angle point at the end of said curve;

2. South 00° 18' 49" East, a distance of 320.00 feet to a point for corner;

3. South 45° 18' 49" East, a distance of 40.64 feet to a point for corner;

THENCE South 89° 45' 21" West, a distance of 177.45 feet to a 5/8-inch iron rod with red cap stamped "Landpoint" found (hereinafter referred to as a capped iron rod) for corner, same being the Southeast corner of a called 134.67 acre tract of land, conveyed to CCD-TEN Mile Creek, LLC, recorded in Instrument No. 20211117002353400, O.P.R.C.C.T.;

THENCE with the East line of said 134.67 acre tract of land, the following Seven (7) courses and distances:

1. North 44° 45' 21" East, a distance of 56.57 feet to a capped iron rod found for corner;

2. North 00° 14' 39" West, a distance of 110.00 feet to a capped iron rod found for corner;

3. North 01° 39' 54" East, a distance of 150.08 feet to a capped iron rod for found corner;

4. North 00° 14' 39" West, a distance of 50.01 feet to a capped iron rod found at the beginning of a curve to the left;

5. Along said curve to the left, with an arc length of 771.99 feet, a central angle of 49° 08' 47", a radius of 900.00 feet and a chord that bears North 24° 49' 03" West, a distance of 748.54 feet to a capped iron rod found;

6. North 49° 23' 26" West, a distance of 294.15 feet to a capped iron rod found at the beginning of a curve to the right;

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7. Along said curve to the right, with an arc length of 677.82 feet, a central angle of 38° 50' 20", a radius of 999.93 feet and a chord that bears North 29° 58' 22" West, a distance of 664.91 feet to a capped iron rod found at the beginning of a non-tangential curve to the right, from which a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found at the Northeast corner of said 134.67 acre tract and the Southeast corner of said 10.90 acre tract bears North 04° 25' 01" West, a distance of 12.21;

Along said curve to the right, with an arc length of 44.80 feet, a central angle of 02° 32' 29", a radius of 1010.00 feet and a chord that bears North 11° 39' 21" West, a distance of 44.80 feet to an angle point in the east line of said 10.90 acre tract at the beginning of a non-tangential curve to the right;

THENCE with the East line of said 10.90 acre tract of land, the following Four (4) courses and distances:

1. Along said curve to the right, with an arc length of 128.35 feet, a central angle of 08° 21' 12", a radius of 880.36 feet and a chord that bears North 02° 49' 17" West, a distance of 128.23 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found at the end of said curve;

2. North 00° 33' 29" West, a distance of 60.67 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found for corner;

3. North 01° 21' 11" East, a distance of 150.05 feet to a 1/2-inch iron rod with cap stamped "CBG SURVEYING" found for corner;

4. North 00° 34' 14" West, a distance of 153.16 feet to the **POINT OF BEGINNING** and containing (26.193 acres - 1,140,965 sq. ft.) of land, more or less.

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LANDPOINT

LEGAL DESCRIPTION: Improvement Area #1

Being a 77.063 acre tract or parcel of land situated in C. Watson Survey, Abstract No. 945 and the Levin Routh Survey, Abstract No. 779, Collin County, Texas, being a part of a called 13.49 acre tract of land described in the deed to CCD - TEN MILE CREEK, LLC, recorded in Instrument No. 20211117002353380, Official Public Records of Collin County, Texas, also being a part of a called 134.67 acre tract of land described in the deed to CCD - TEN MILE CREEK, LLC, recorded in Instrument No. 20211117002353400, Official Public Records of Collin County, Texas, also being a part of a called 7.91 acre tract of land described in the deed to PIONEER INVESTMENTS CELINA LLC, recorded in Instrument No. 20211119002368190, Official Public Records of Collin County, Texas, also being a part of a called 10.90 acre tract of land described as Tract 2, and a called 7.92 acre tract of land, described as Tract 1, in the deed to PRIME OUTER LOOP LP, recorded in Instrument No. 20211119002368200, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds and follows:

BEGINNING at a point in the North line of said 7.91 acre tract, from which a 5/8-inch Iron rod found in the North line of said 7.91 acre tract acre tract, same being the South Right-of-Way line of Collin County Outer Loop (Variable width Public Right-of-way), being a called 54.937 acre tract, recorded in Instrument No. 20191003001242980, Official Public Records of Collin County, bears North 67° 57' 29" East, a distance of 442.82 feet;

THENCE South 22° 50' 49" West, a distance of 14.12 feet to a point for corner;

THENCE South 22° 14' 42" East, a distance of 114.21 feet to a 1/2" Iron rod with yellow cap stamped "CBG Surveying" found (hereinafter referred to as a capped iron rod) for the beginning of a curve to the right;

Along said curve to the right, with an arc length of 157.03 feet, a central angle of 17° 08' 13", a radius of 525.00 feet and a chord that bears South 13° 40' 35" East, a distance of 156.44 feet to a point at the end of said curve;

THENCE South 48° 33' 01" East, a distance of 14.39 feet to a point for corner;

THENCE North 87° 27' 42" East, a distance of 16.92 feet to the beginning of a curve to the left;

Along said curve to the left, with an arc length of 76.64 feet, a central angle of 19° 31' 02", a radius of 225.00 feet and a chord that bears North 77° 42' 11" East, a distance of 76.27 feet to a point at the end of said curve;

THENCE North 67° 56' 01" East, a distance of 378.76 feet to the beginning of a non-tangential curve to the right;

Along said curve to the right, with an arc length of 607.02 feet, a central angle of 10° 45' 09", a radius of 3234.52 feet and a chord that bears North 73° 22' 49" East, a distance of 606.13 feet to a point at the end of said curve;

THENCE North 32° 27' 09" East, a distance of 14.62 feet to a point for corner;

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THENCE North 10° 42' 12" West, a distance of 290.24 feet to a point for corner;

THENCE North 55° 45' 29" West, a distance of 14.05 feet to the beginning of a non-tangential curve to the right;

Along said curve to the right, with an arc length of 70.06 feet, a central angle of 01° 08' 24", a radius of 3521.44 feet and a chord that bears North 79° 20' 18" East, a distance of 70.06 feet to a point at the end of said curve;

THENCE South 34° 37' 20" West, a distance of 14.09 feet to a point for corner;

THENCE South 10° 43' 39" East, a distance of 290.22 feet to a point for corner;

THENCE South 54° 46' 27" East, a distance of 14.05 feet to the beginning of a non-tangential curve to the right;

Along said curve to the right, with an arc length of 61.93 feet, a central angle of 01° 05' 01", a radius of 3274.30 feet and a chord that bears North 80° 29' 04" East, a distance of 61.93 feet to the beginning of a non-tangential curve to the right;

Along said curve to the right, with an arc length of 130.05 feet, a central angle of 149° 01' 50", a radius of 50.00 feet and a chord that bears South 52° 21' 42" East, a distance of 96.37 feet to a capped iron rod found at the end of said curve;

THENCE North 78° 59' 19" East, a distance of 89.33 feet to a point for corner;

THENCE South 11° 00' 41" East, a distance of 149.47 feet to a point for corner, same being the most Southerly Southwest corner of said 10.90 acre tract, and a Northerly corner of said 134.67 acre tract;

THENCE with the common line of said 134.67 acre tract of land and said 10.90 acre tract, the following Ten (10) courses and distances:

1. North 78° 20' 33" East, a distance of 138.86 feet to a point for corner;

2. North 45° 22' 22" East, a distance of 16.30 feet to a point for corner;

3. North 12° 27' 20" East, a distance of 133.05 feet to a point for corner;

4. North 21° 34' 05" East, a distance of 207.75 feet to a point for corner;

5. North 56° 08' 30" East, a distance of 28.38 feet to a point for corner;

6. South 89° 16' 29" East, a distance of 230.43 feet to a point for corner;

7. South 75° 57' 52" East, a distance of 91.11 feet to a point for corner;

8. South 35° 03' 53" East, a distance of 52.50 feet to a point for corner;

9. South 01° 33' 01" West, a distance of 91.49 feet to a point for corner;

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10.South 02° 48' 59" East, a distance of 292.23 feet to the beginning of a non-tangential curve to the right, from which a 1/2-inch iron rod with yellow cap stamped "CBG" found for a corner of said 10.90 acre tract bears South 01° 28' 56" East, a distance of 4.89 feet;

THENCE severing said 134.67 acre tract of land, the following Thirty-One (31) courses and distances:

1. Along said curve to the right, with an arc length of 78.98 feet, a central angle of 08° 37' 12", a radius of 525.00 feet and a chord that bears North 73° 50' 04" East, a distance of 78.91 feet;

2. North 78° 08' 40" East, a distance of 57.57 feet to the beginning of a curve to the left;

3. Along said curve to the left, with an arc length of 34.24 feet, a central angle of 14° 06' 42", a radius of 139.00 feet and a chord that bears North 71° 05' 19" East, a distance of 34.15 feet;

4. North 64° 01' 58" East, a distance of 34.64 feet to the beginning of a curve to the right;

5. Along said curve to the right, with an arc length of 39.65 feet, a central angle of 14° 06' 42", a radius of 161.00 feet and a chord that bears North 71° 05' 19" East, a distance of 39.55 feet;

6. North 78° 08' 40" East, a distance of 95.86 feet to a point for corner;

7. North 33° 31' 30" East, a distance of 35.59 feet to the beginning of a non-tangential curve to the right;

8. Along said curve to the left, with an arc length of 44.80 feet, a central angle of 02° 32' 29", a radius of 1010.00 feet and a chord that bears South 11° 39' 21" East, a distance of 44.80 feet to the beginning of a non-tangential curve to the left;

9. Along said curve to the left, with an arc length of 677.82 feet, a central angle of 38° 50' 09", a radius of 1000.00 feet and a chord that bears South 29° 58' 22" East, a distance of 664.91 feet;

10. South 49° 23' 26" East, a distance of 294.14 feet to the beginning of a curve to the right;

11. Along said curve to the right, with an arc length of 771.99 feet, a central angle of 49° 08' 48", a radius of 900.00 feet and a chord that bears South 24° 49' 03" East, a distance of 748.54 feet;

12. South 00° 14' 39" East, a distance of 50.00 feet to a point for corner;

13. South 01° 39' 54" West, a distance of 150.08 feet to a point for corner;

14. South 00° 14' 39" East, a distance of 110.00 feet to a point for corner;

15. South 44° 45' 21" West, a distance of 56.57 feet to a point for corner;

16. South 89° 45' 21" West, a distance of 160.00 feet to a point for corner;

17. South 85° 56' 30" West, a distance of 150.33 feet to a point for corner;

18. South 89° 45' 21" West, a distance of 668.50 feet to a point for corner;

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19. North 44° 45' 21" East, a distance of 35.36 feet to a point for corner;

20. North 00° 14' 39" West, a distance of 185.00 feet to a point for corner;

21. South 89° 45' 21" West, a distance of 102.50 feet to a point for corner;

22. North 00° 14' 39" West, a distance of 18.27 feet to the beginning of a curve to the left;

23. Along said curve to the left, with an arc length of 799.96 feet, a central angle of 76° 23' 27", a radius of 600.00 feet and a chord that bears North 38° 26' 22" West, a distance of 742.01 feet;

24. North 76° 38' 06" West, a distance of 436.03 feet to the beginning of a curve to the right;

25. Along said curve to the right, with an arc length of 305.58 feet, a central angle of 29° 10' 52", a radius of 600.00 feet and a chord that bears North 62° 02' 40" West, a distance of 302.29 feet to a point at the end of said curve;

26. South 57° 54' 30" West, a distance of 127.48 feet to the beginning of a non-tangential curve to the left;

27. Along said curve to the left, with an arc length of 113.68 feet, a central angle of 130° 15' 53", a radius of 50.00 feet and a chord that bears North 80° 18' 23" West, a distance of 90.73 feet to a point at the end of said curve;

28. South 64° 35' 18" West, a distance of 32.00 feet to a point for corner;

29. North 23° 28' 53" West, a distance of 120.00 feet to a point for corner;

30. North 03° 28' 53" West, a distance of 130.00 feet to a point for corner;

31. North 17° 38' 29" West, a distance of 198.01 feet to a 1/2-inch iron rod with yellow cap stamped "CBG" found for corner, same being the South line of a called 13.49 acre tract of land, conveyed to CCD-Ten Mile Creek, LLC, recorded in Instrument No. 20211117002353380, O.P.R.C.C.T.;

THENCE with the South line of said 13.49 acre tract of land, the following Eight (8) courses and distances:

1. South 33° 47' 43" West, a distance of 81.08 feet to a capped iron rod found for corner;

2. South 87° 02' 11" West, a distance of 92.74 feet to a capped iron rod for corner;

3. South 05° 40' 26" East, a distance of 94.40 feet to a capped iron rod found for corner;

4. South 70° 04' 44" West, a distance of 29.23 feet to a capped iron rod found for corner;

5. North 71° 20' 44" West, a distance of 264.53 feet to a capped iron rod found for corner;

6. North 89° 08' 49" West, a distance of 26.16 feet to a capped iron rod found for corner;

7. North 84° 08' 40" West, a distance of 159.81 feet to a capped iron rod set for corner, same being the feet to the beginning of a non-tangential curve to the right;

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8. Along said curve to the right, with an arc length of 138.39 feet, a central angle of 170° 49' 21", a radius of 46.42 feet and a chord that bears North 49° 36' 56" West, a distance of 92.53 feet to a point at the end of said curve;

THENCE North 02° 34' 26" West, a distance of 31.14 feet to a point for corner;

THENCE North 02° 32' 18" West, a distance of 191.41 feet to a capped iron rod found, and the beginning of a curve to the left;

Along said curve to the left, with an arc length of 163.36 feet, a central angle of 19° 42' 16", a radius of 475.00 feet and a chord that bears North 12° 23' 26" West, a distance of 162.55 feet to a capped iron rod found;

THENCE North 22° 14' 34" West, a distance of 114.54 feet to a point for corner;

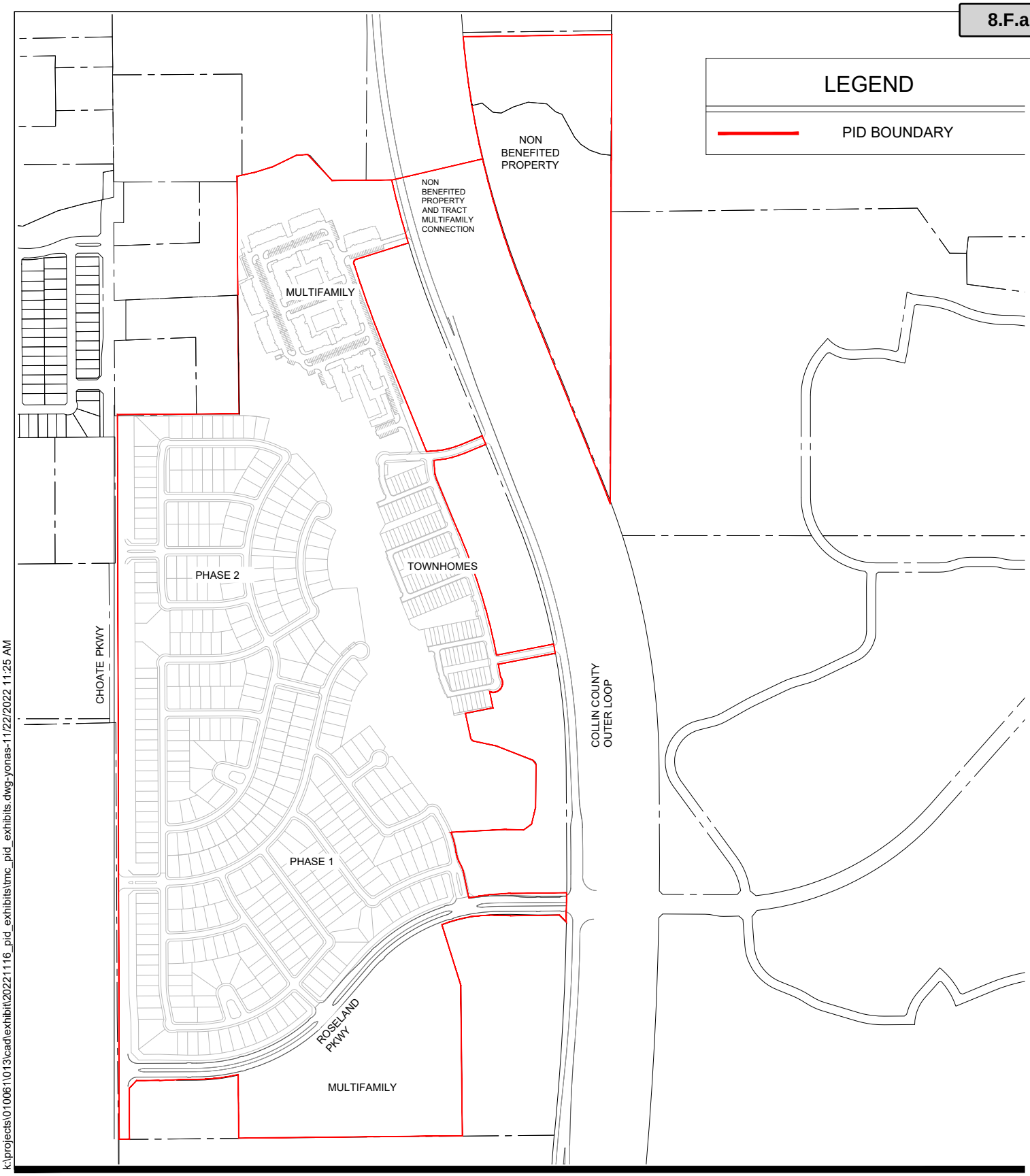
THENCE North 66° 56' 43" West, a distance of 14.11 feet to the beginning of a non-tangential curve to the right;

Along said curve to the right, with an arc length of 70.00 feet, a central angle of 00° 02' 35", a radius of 93038.51 feet and a chord that bears North 67° 56' 19" East, a distance of 70.00 feet to the **POINT OF BEGINNING** and containing (77.063 acres - 3,356,846 sq. ft.) of land, more or less.

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APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)



Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

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KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD
SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

PID BOUNDARY

PID EXHIBIT

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

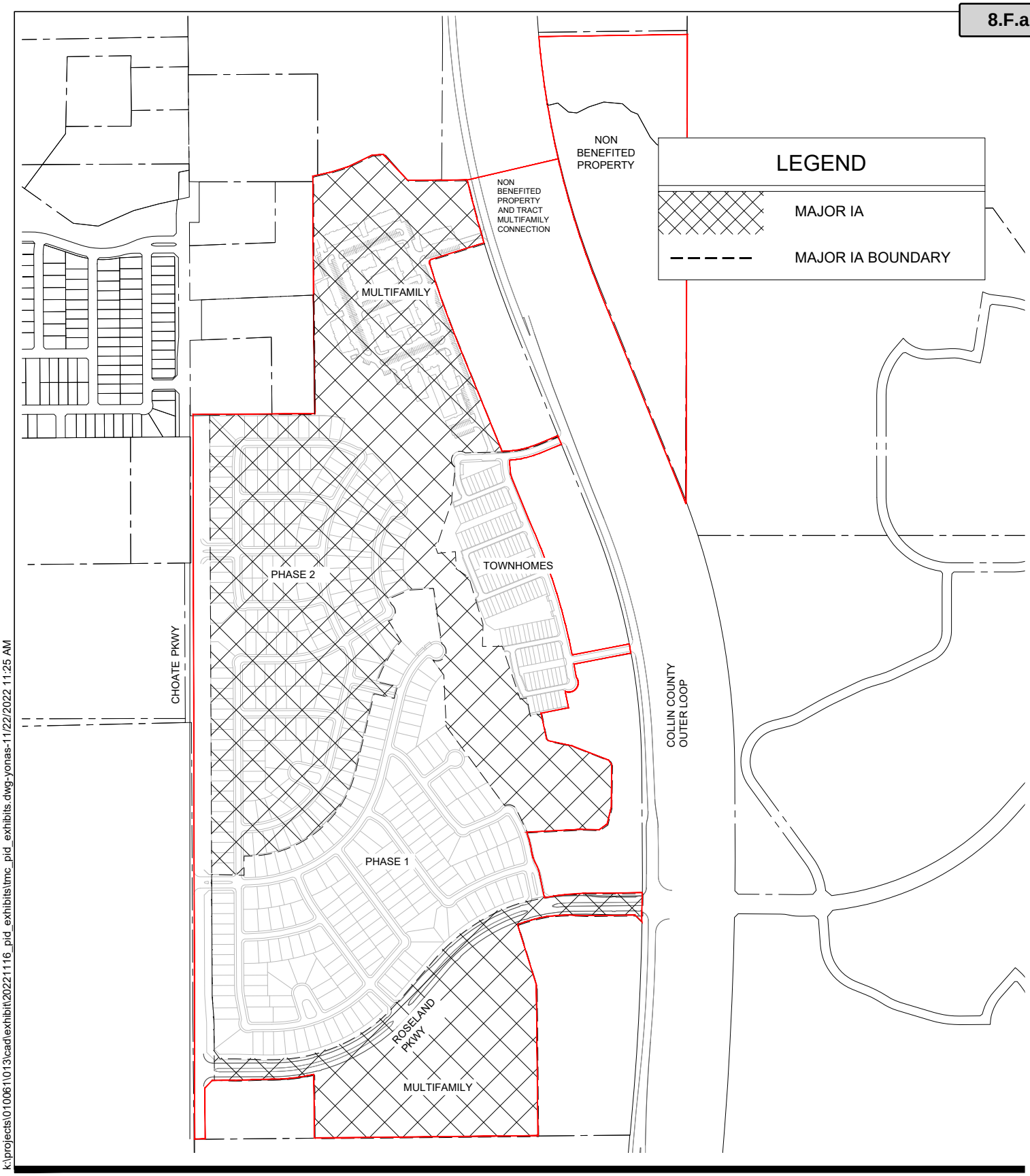
CLIENT

CORSON CRAMER DEVELOPMENT
DALLAS, TEXAS

PROJECT NUMBER:
.....

SHEET:

DATE:
2022/11/09



Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

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TITLE

MAJOR IA BOUNDARY

PID EXHIBIT

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

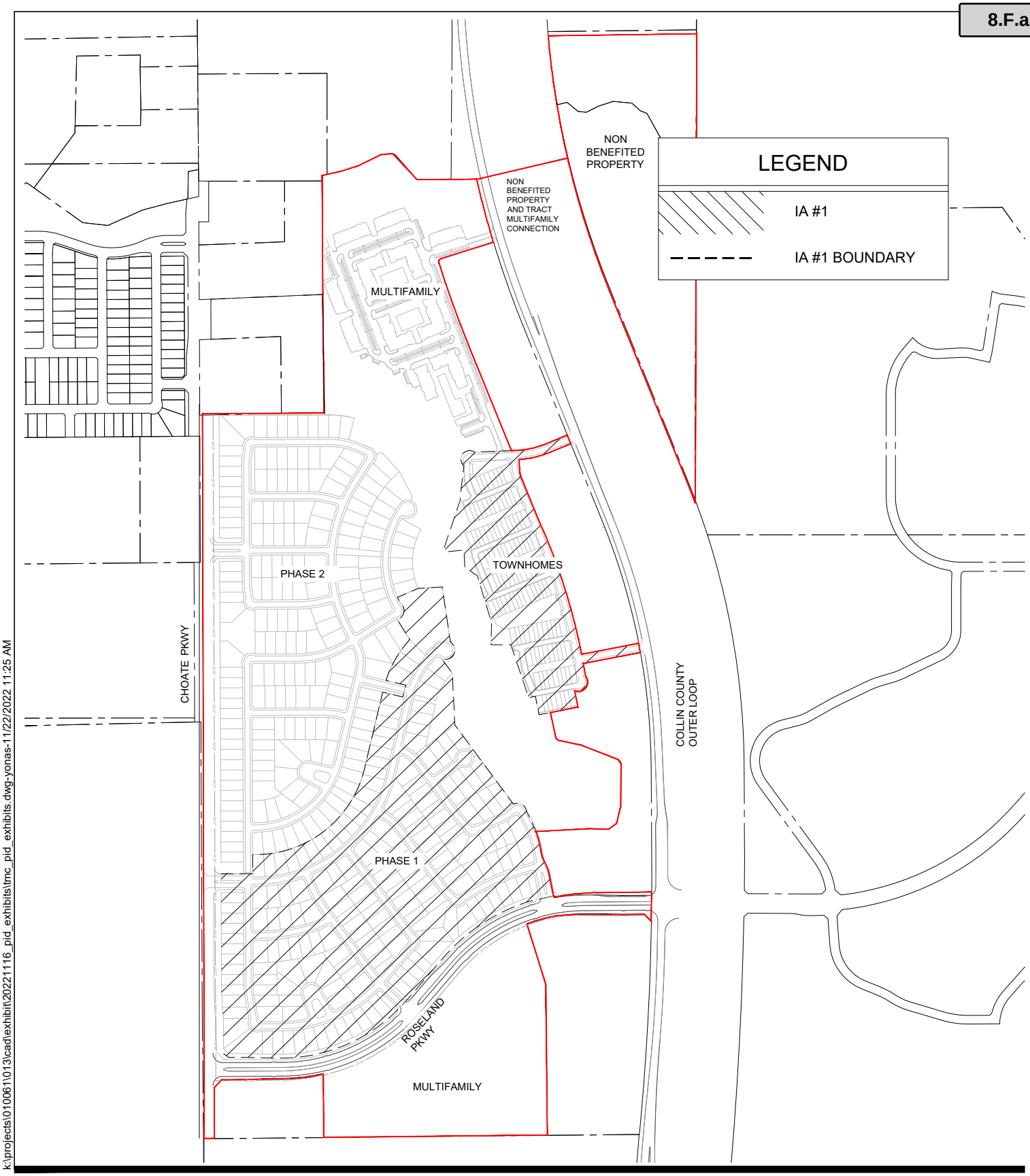
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CORSON CRAMER DEVELOPMENT
DALLAS, TEXAS

PROJECT NUMBER: 010061012

SHEET:

DATE: 2022/11/09



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TBPE #: F-20821

TITLE

IMPROVEMENT AREA 1

.....

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

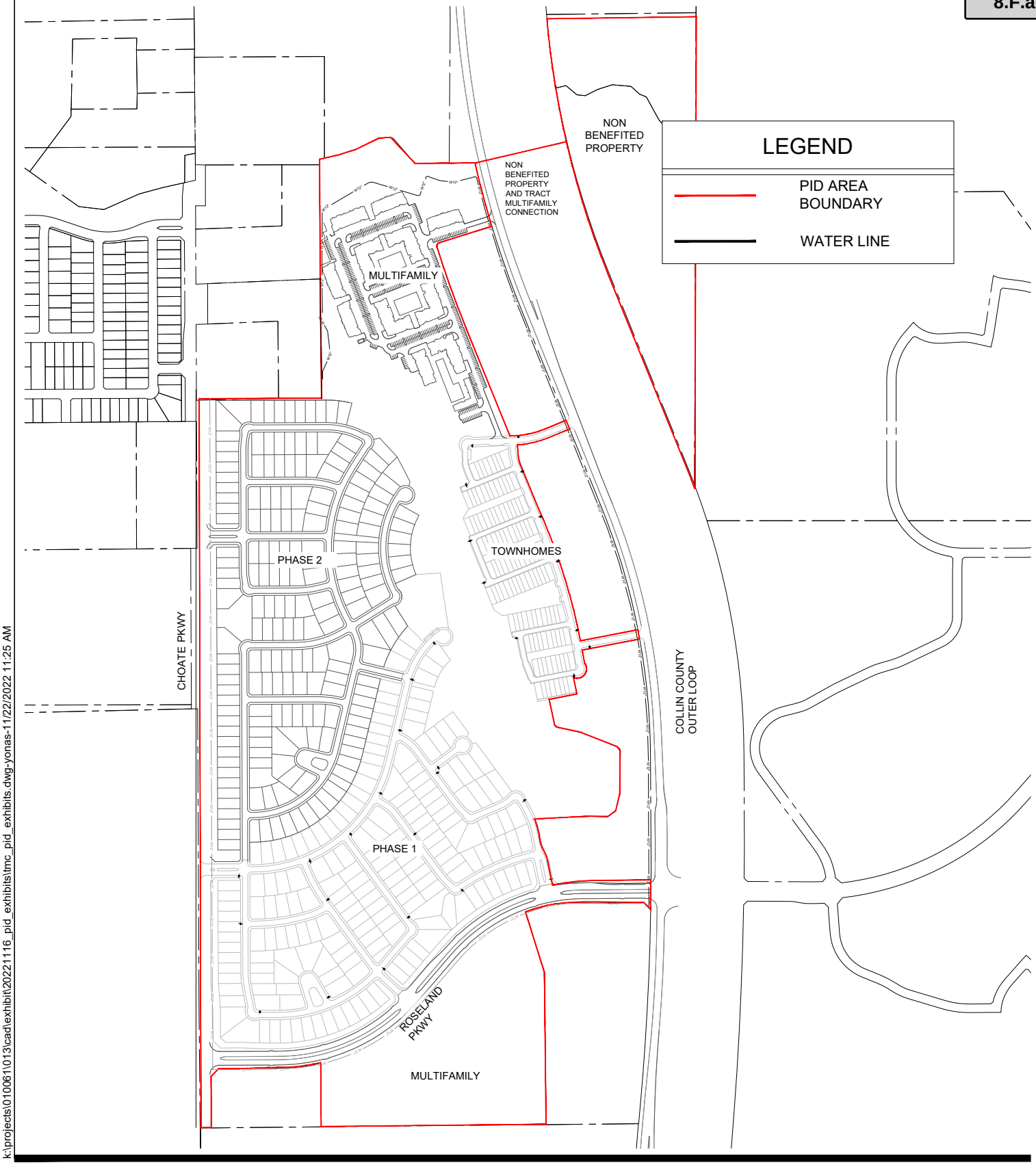
CLIENT

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DALLAS, TEXAS

PROJECT NUMBER: 010061012

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DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

MAJOR IMPROVEMENTS

WATER

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

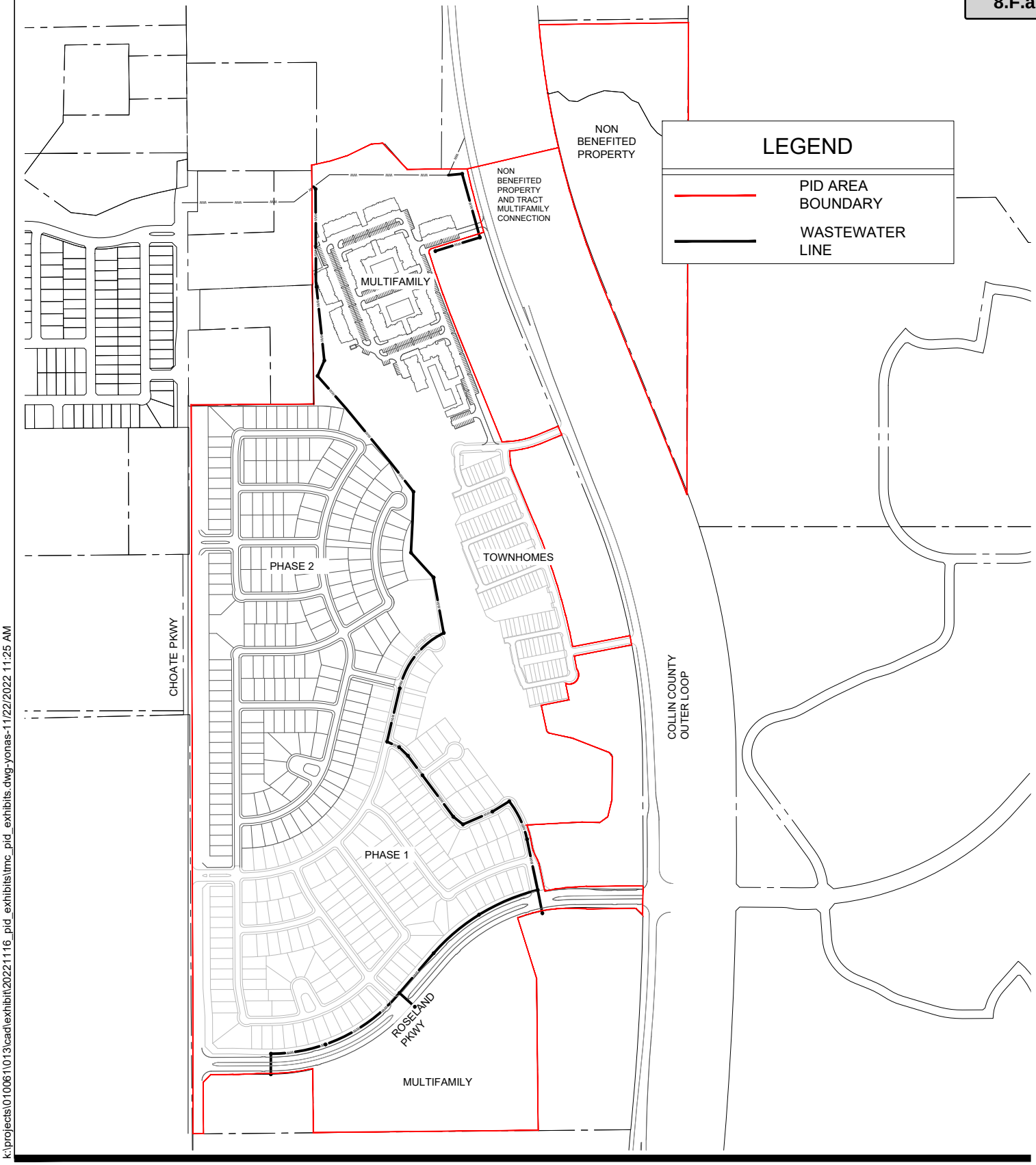
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DALLAS, TEXAS

PROJECT NUMBER: 010061012

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PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

MAJOR IMPROVEMENTS

WASTEWATER

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

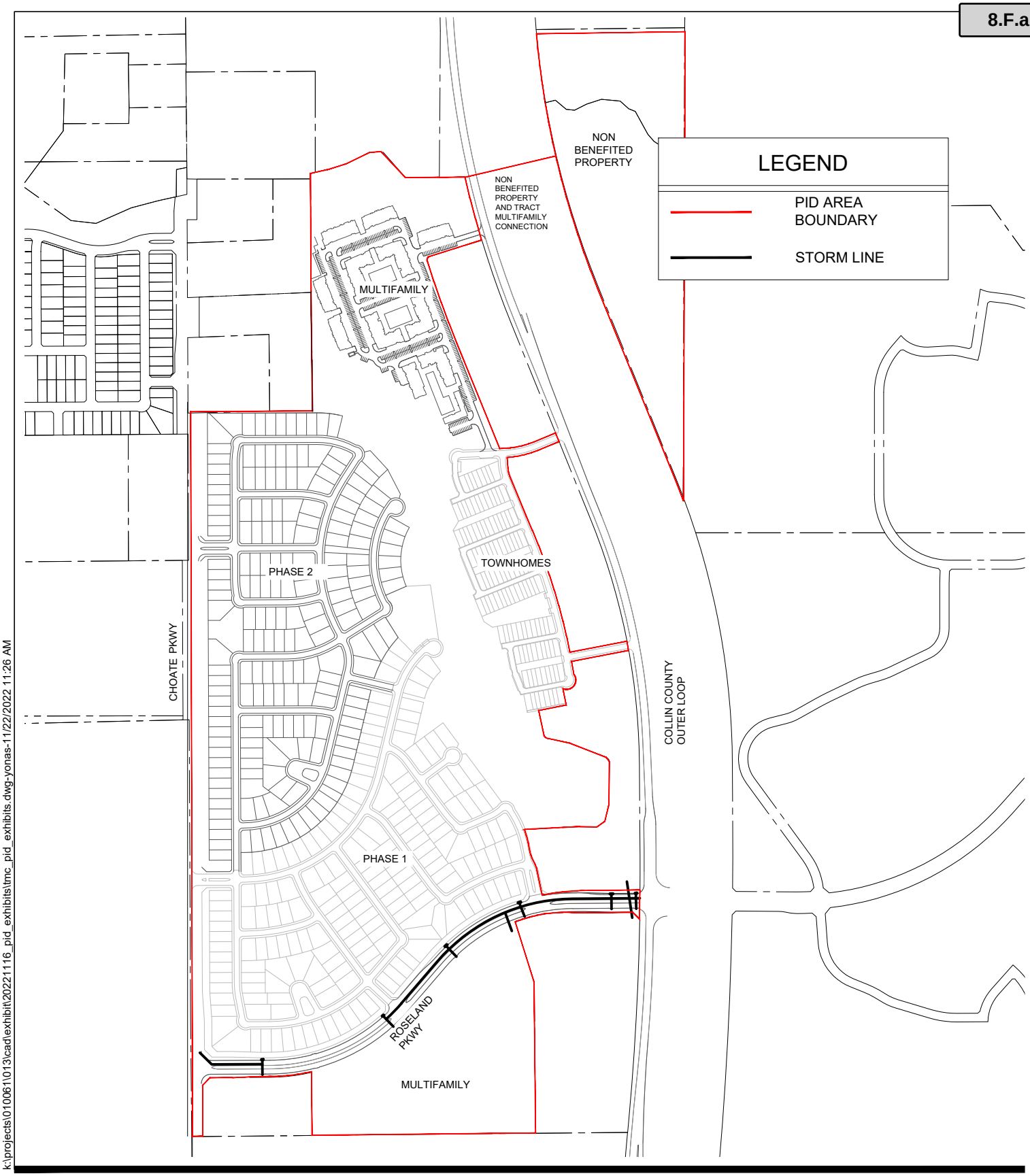
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CORSON CRAMER DEVELOPMENT
DALLAS, TEXAS

PROJECT NUMBER: 010061012

SHEET:

DATE: 2022/11/09



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DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

MAJOR IMPROVEMENTS

STORM

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

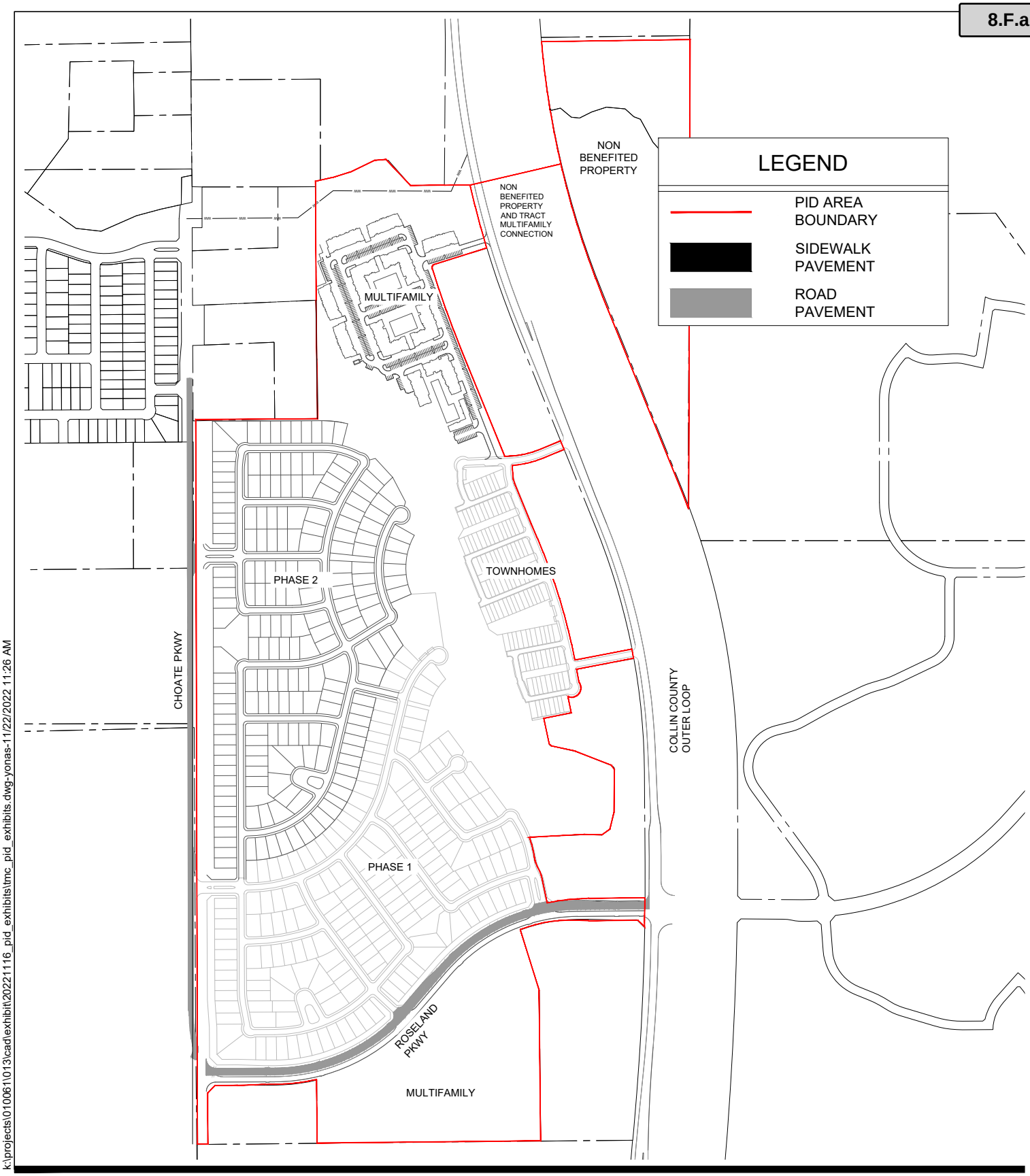
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DALLAS, TEXAS

PROJECT NUMBER: 010061012

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DATE: 2022/11/09



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PHONE: (469) 899-0536
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TBPE #: F-20821

TITLE

MAJOR IMPROVEMENTS

PAVING

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

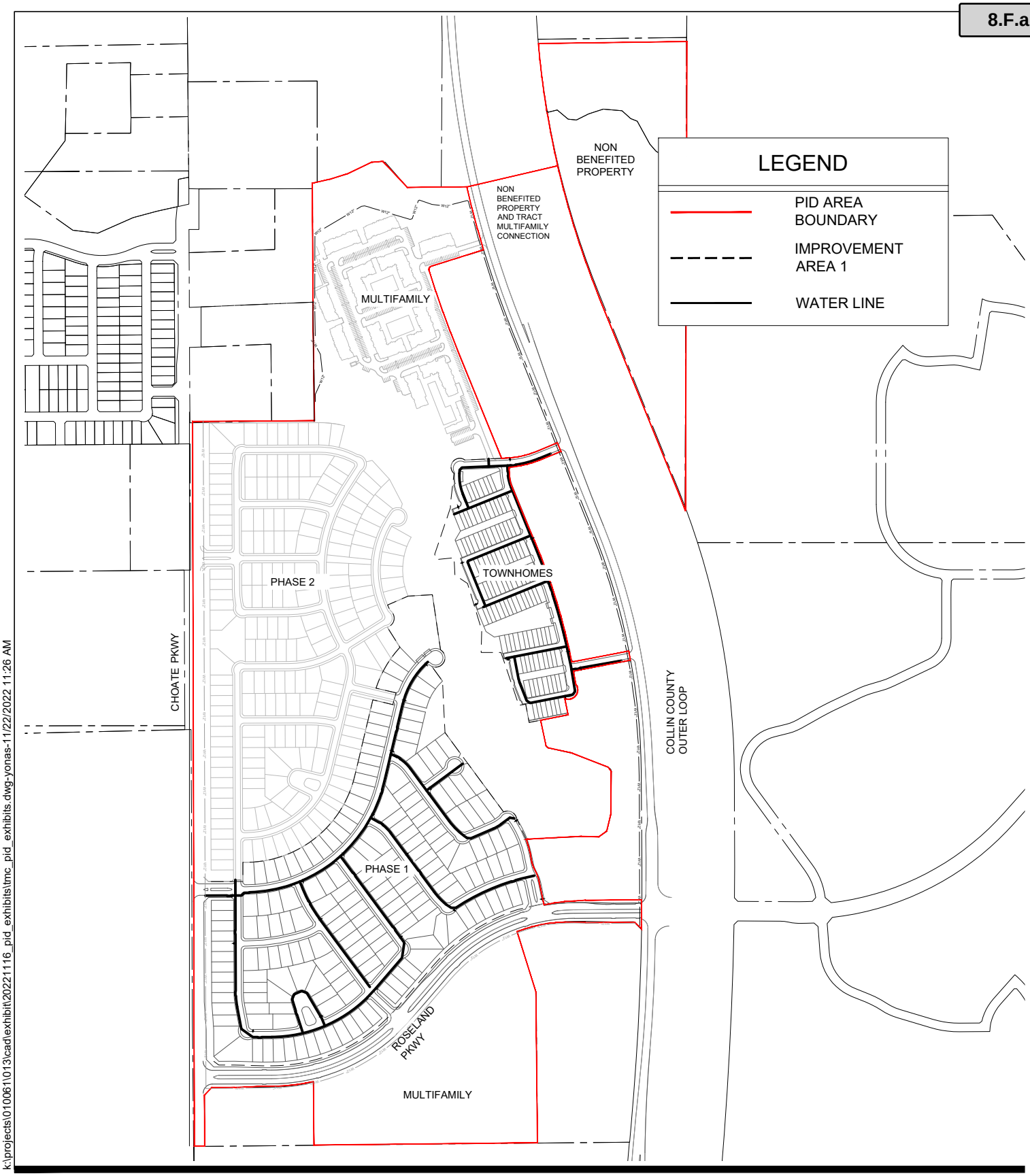
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DALLAS, TEXAS

PROJECT NUMBER: 010061012

SHEET:

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WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

IMPROVEMENT AREA 1

WATER

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

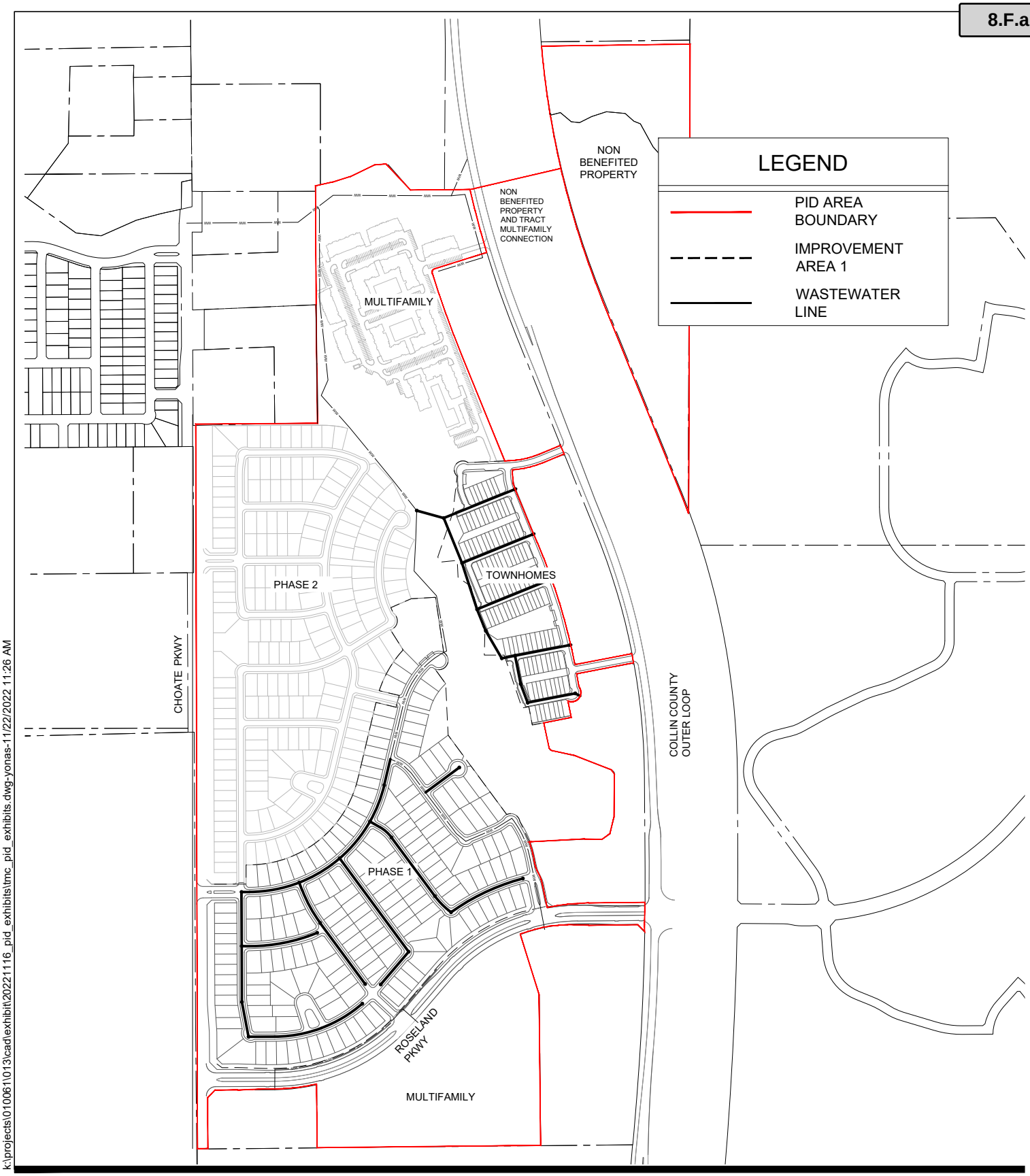
CLIENT

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DALLAS, TEXAS

PROJECT NUMBER: 010061012

SHEET:

DATE: 2022/11/09



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WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

IMPROVEMENT AREA 1

WASTEWATER

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

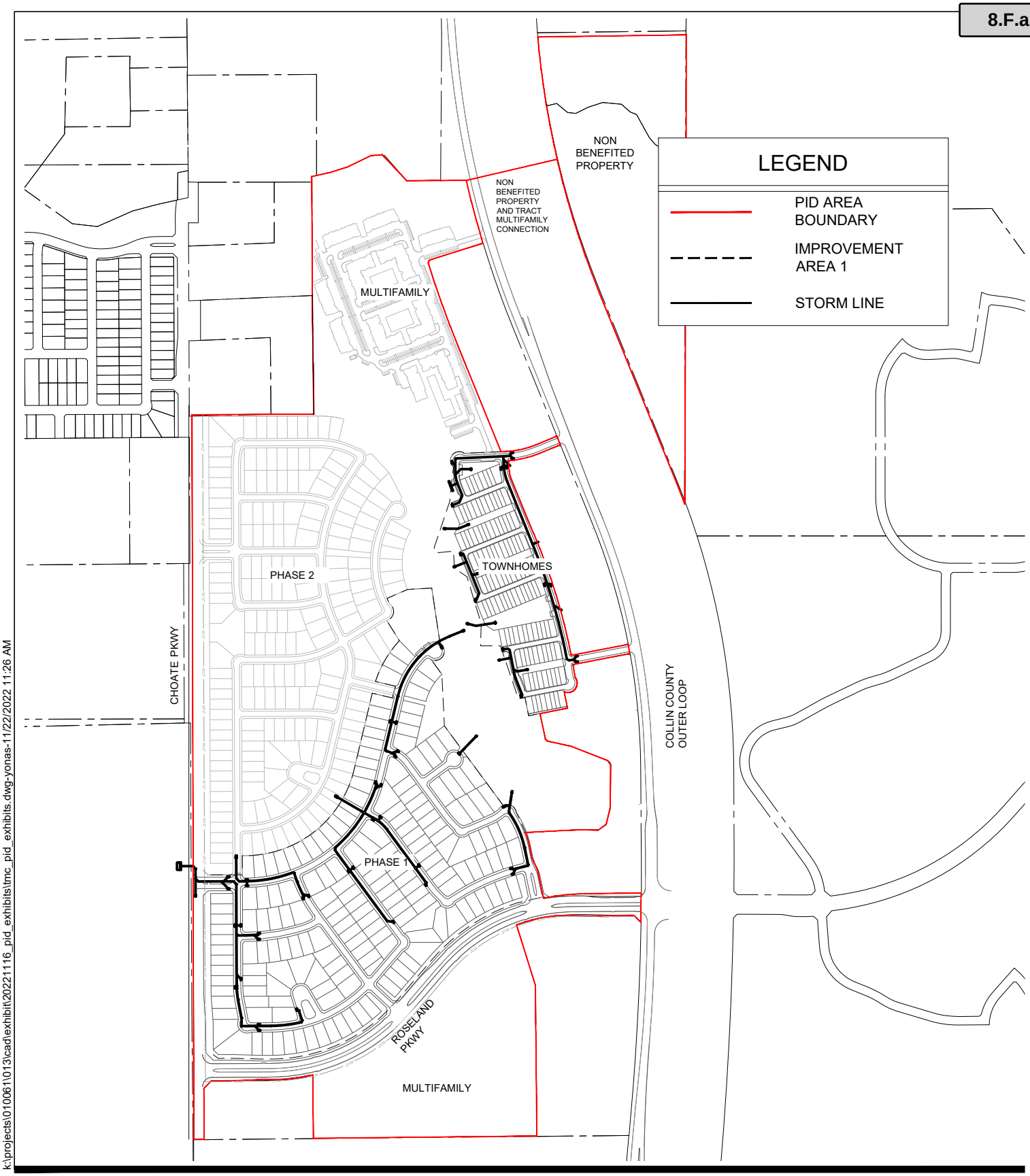
CLIENT

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DALLAS, TEXAS

PROJECT NUMBER: 010061012

SHEET:

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WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

IMPROVEMENT AREA 1

STORM

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

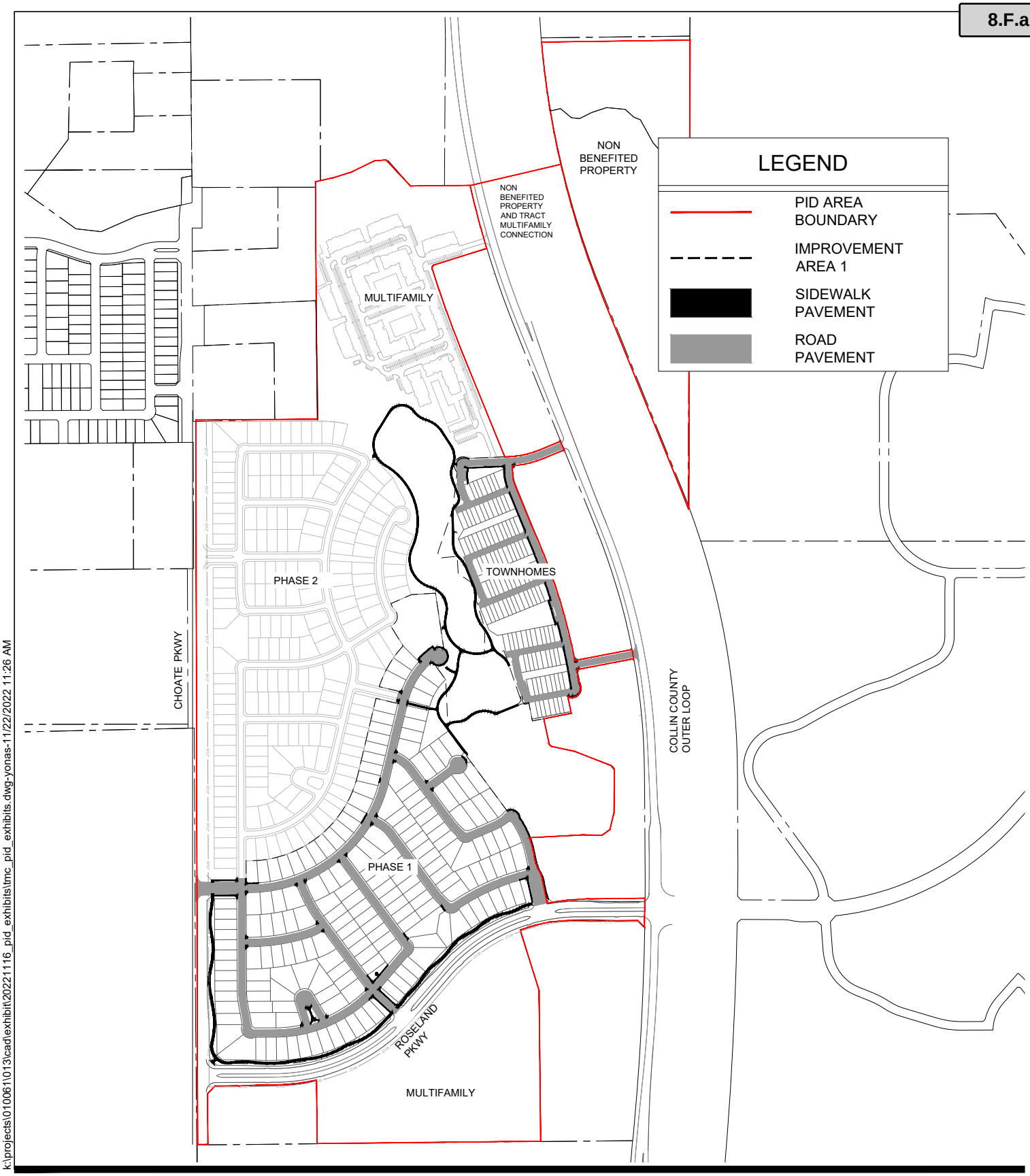
CLIENT

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DALLAS, TEXAS

PROJECT NUMBER: 010061012

SHEET:

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PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE

IMPROVEMENT AREA 1

PAVING

N

0 350 700

SCALE 1" = 700'

PROJECT

TEN MILE CREEK
CELINA, TEXAS

CLIENT

CORSON CRAMER DEVELOPMENT
DALLAS, TEXAS

PROJECT NUMBER: 010061012

SHEET:

DATE: 2022/11/09

APPENDIX E
PID ASSESSMENT NOTICE

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Ten Mile Creek Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of four Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 60 feet, as provided by the development standards shown in the Development Agreement and/or other applicable governing documents.

"Lot Type 2" means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 55 feet, as provided by the development standards shown in the Development Agreement and/or other applicable governing documents.

"Lot Type 3" means lots identified as such on the Assessment Rolls, being townhomes, as provided by the development standards shown in the Development Agreement and/or other applicable governing documents.

"Lot Type 4" means lots identified as such on the Assessment Rolls, being multifamily units as provided by the development standards shown in the Development Agreement and/or other applicable governing documents.

A) Proposed Development

Table F-1 shows the proposed residential units to be developed within the PID.

Table F-1
Proposed Development within the PID

Lot Type	Proposed Development	
Lot Type 1 (60 Ft)	110	Units
Lot Type 2 (55 Ft)	266	Units
Lot Type 3 (Townhomes)	114	Units
Lot Type 4 (Multifamily)	861	Units
Total	**1,351**	**Units**

Table F-2 shows the proposed residential units within Improvement Area #1.

Table F-2
Proposed Development – Improvement Area #1

Lot Type	Proposed Development	
Lot Type 1 (60 Ft)	54	Units
Lot Type 2 (55 Ft)	128	Units
Lot Type 3 (Townhomes)	114	Units
Total	**296**	**Units**

Table F-3 shows the proposed residential units within the Major Improvement Area.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Table F-3
Proposed Development –Major Improvement Area

Lot Type	Proposed Development	
Lot Type 1 (60 Ft)	56	Units
Lot Type 2 (55 Ft)	138	Units
Lot Type 4 (Multifamily)	861	Units
Total	**1,055**	**Units**

B) Calculation of Equivalent Units

As explained under Section V.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Improvement Area #1 Projects and the Major Improvement Area Projects to be financed with (i) the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement and (ii) the Major Improvement Area Bonds, respectively, shall be allocated to the Improvement Area #1 Assessed Property and the Major Improvement Area Assessed Property by spreading the entire Assessment across the Parcels within Improvement Area #1 and Major Improvement Area based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to Improvement Area #1 Assessed Property and Major Improvement Area Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 60 Ft, 55 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (60 Ft) representing the highest value to Lot Type 4 (Multifamily) representing the lowest value for residential lots are set forth in Table F-4. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (60 Ft) to 1.0.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Table F-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (60 Ft)	$750,000	1.00	per dwelling unit
Lot Type 2 (55 Ft)	$675,000	0.90	per dwelling unit
Lot Type 3 (Townhomes)	$450,000	0.60	per dwelling unit
Lot Type 4 (Multifamily)	$145,000	0.19	per dwelling unit

The total estimated Equivalent Units for the Major Improvement Area are shown in Table F-5 as calculated based on the Equivalent Unit factors shown in Table F-4, estimated Lot Types and number of units estimated to be built within the Major Improvement Area.

Table F-5
Estimated Equivalent Units –Major Improvement Area

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft)	56	1.00	56.00
Lot Type 2 (55 Ft)	138	0.90	124.20
Lot Type 4 (Multifamily)	861	0.19	163.59
Total Equivalent Units	**1,055**		**343.79**

The total estimated Equivalent Units for Improvement Area #1 are shown in Table F-6 as calculated based on the Equivalent Unit factors shown in Table F-4, estimated Lot Types and number of units estimated to be built within Improvement Area #1.

Table F-6
Estimated Equivalent Units - Improvement Area #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft)	54	1.00	54.00
Lot Type 2 (55 Ft)	128	0.90	115.20
Lot Type 3 (Townhomes)	114	0.60	68.40
Total Equivalent Units	**296**		**237.60**

C) Allocation of Assessments to Lots within the Major Improvement Area

As shown in Section IV of this Service and Assessment Plan, the total amount of the Major Improvement Area Bonds, which represents the total Assessment to be allocated on all Parcels within the Major Improvement Area, is $7,310,000. As shown in Table F-5, there are a total of

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

343.79 estimated Equivalent Units in the Major Improvement Area, resulting in an Assessment per Equivalent Unit of $21,262.98.

The Assessment per dwelling unit or acre is calculated as the product of (i) $21,262.98 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $21,262.98 (i.e. $21,262.98 x 1.00). The Assessment for a Lot Type 2 (55 Ft Lot) dwelling unit is $19,136.68 (i.e. $21,262.98 x 0.90). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $4,039.97 (i.e. $21,262.98 x 0.19). Table F-7 sets forth the Assessment per dwelling unit for each Lot Type in the Major Improvement Area.

Table F-7
Assessment Per Unit –Major Improvement Area

Lot Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (60 Ft)	56	$21,262.98	1.00	$21,262.98	per dwelling unit	$1,190,72
Lot Type 2 (55 Ft)	138	$21,262.98	0.90	$19,136.68	per dwelling unit	$2,640,86
Lot Type 4 (Multifamily)	861	$21,262.98	0.19	$4,039.97	per dwelling unit	$3,478,41
Total	**1,055**					**$7,310,00**

The projected leverage calculated based on the estimated finished lot values and home values for each unit is shown in Table F-8.

Table F-8
Projected Leverage –Major Improvement Area

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft)	56	$108,000	$750,000	$21,262.98	5.08	35.27
Lot Type 2 (55 Ft)	138	$99,000	$675,000	$19,136.68	5.17	35.27
Lot Type 4 (Multifamily)	861	$19,000	$145,000	$4,039.97	4.70	35.89

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-9.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Table F-9
Estimated Tax Rate Equivalent per unit –Major Improvement Area

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (60 Ft)	56	$108,000	$750,000	$2,061.24	$1.909	$0.275
Lot Type 2 (55 Ft)	138	$99,000	$675,000	$1,855.11	$1.874	$0.275
Lot Type 4 (Multifamily)	861	$19,000	$145,000	$391.64	$2.061	$0.270

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

D) Allocation of Assessments to Lots within Improvement Area #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Improvement Area #1, is $14,950,000. As shown in Table F-6, there are a total of 237.60 estimated Equivalent Units in Improvement Area #1, resulting in an Assessment per Equivalent Unit of $62,920.88.

The Assessment per dwelling unit or acre is calculated as the product of (i) $62,920.88 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $62,920.88 (i.e. $62,920.88 x 1.00). The Assessment for a Lot Type 2 (55 Ft Lot) dwelling unit is $56,628.79 (i.e. $62,920.88 x 0.90). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $37,752.53 (i.e. $62,920.88 x 0.60). Table F-10 sets forth the Assessment per dwelling unit for each Lot Type in Improvement Area #1.

Table F-10
Assessment Per Unit – Improvement Area #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (60 Ft)	54	$62,920.88	1.00	$62,920.88	per dwelling unit	$3,397,727
Lot Type 2 (55 Ft)	128	$62,920.88	0.90	$56,628.79	per dwelling unit	$7,248,485
Lot Type 3 (Townhomes)	114	$62,920.88	0.60	$37,752.53	per dwelling unit	$4,303,788
Total	**296**					**$14,950,000**

The projected leverage calculated based on the estimated finished lot values and home values for each unit is shown in Table F-11.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Table F-11
Projected Leverage – Improvement Area #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft)	54	$108,000	$750,000	$62,920.88	1.72	11.92
Lot Type 2 (55 Ft)	128	$99,000	$675,000	$56,628.79	1.75	11.92
Lot Type 3 (Townhomes)	114	$62,000	$450,000	$37,752.53	1.64	11.92

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-12.

Table F-12
Estimated Tax Rate Equivalent per unit – Improvement Area #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (60 Ft)	54	$108,000	$750,000	$5,309.18	$4.916	$0.708
Lot Type 2 (55 Ft)	128	$99,000	$675,000	$4,778.27	$4.827	$0.708
Lot Type 3 (Townhomes)	114	$62,000	$450,000	$3,185.51	$5.138	$0.708

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

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

APPENDIX G
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Appendix G-1
Major Improvement Area Assessment Roll

Parcel **2850124, 2850129, 2850103 and part of 2850105**
Equivalent Units **343.79**
Assessment **$7,310,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$264,988	$0	$0	($264,988)	$0
9/1/24	$0	$529,975	$0	$0	($529,975)	$0
9/1/25	$93,000	$529,975	$52,020	$36,550	$0	$711,545
9/1/26	$99,000	$523,233	$53,060	$36,085	$0	$711,378
9/1/27	$105,000	$516,055	$54,122	$35,590	$0	$710,767
9/1/28	$112,000	$508,443	$55,204	$35,065	$0	$710,712
9/1/29	$119,000	$500,323	$56,308	$34,505	$0	$710,136
9/1/30	$127,000	$491,695	$57,434	$33,910	$0	$710,039
9/1/31	$135,000	$482,488	$58,583	$33,275	$0	$709,345
9/1/32	$144,000	$472,700	$59,755	$32,600	$0	$709,055
9/1/33	$154,000	$462,260	$60,950	$31,880	$0	$709,090
9/1/34	$164,000	$451,095	$62,169	$31,110	$0	$708,374
9/1/35	$175,000	$439,205	$63,412	$30,290	$0	$707,907
9/1/36	$187,000	$426,518	$64,680	$29,415	$0	$707,613
9/1/37	$200,000	$412,960	$65,974	$28,480	$0	$707,414
9/1/38	$215,000	$398,460	$67,293	$27,480	$0	$708,233
9/1/39	$230,000	$382,873	$68,639	$26,405	$0	$707,917
9/1/40	$246,000	$366,198	$70,012	$25,255	$0	$707,465
9/1/41	$264,000	$348,363	$71,412	$24,025	$0	$707,800
9/1/42	$283,000	$329,223	$72,841	$22,705	$0	$707,768
9/1/43	$303,000	$308,705	$74,297	$21,290	$0	$707,292
9/1/44	$325,000	$286,738	$75,783	$19,775	$0	$707,296
9/1/45	$349,000	$263,175	$77,299	$18,150	$0	$707,624
9/1/46	$374,000	$237,873	$78,845	$16,405	$0	$707,122
9/1/47	$402,000	$210,758	$80,422	$14,535	$0	$707,714
9/1/48	$432,000	$181,613	$82,030	$12,525	$0	$708,168
9/1/49	$464,000	$150,293	$83,671	$10,365	$0	$708,328
9/1/50	$498,000	$116,653	$85,344	$8,045	$0	$708,042
9/1/51	$535,000	$80,548	$87,051	$5,555	$0	$708,154
9/1/52	$576,000	$41,760	$88,792	$2,880	$0	$709,432
Total	**$7,310,000**	**$10,715,138**	**$1,927,404**	**$684,150**	**($794,963)**	**$19,841,729**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25% and will be updated at the time of Bond issuance.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in years 2023 and 2024 are being funded with Bond proceeds.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Appendix G-2
Major Improvement Area Assessment Roll by Parcel

Parcel **2850124**
Equivalent Units **91.20**
Assessment **$1,939,184**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$70,295	$0	$0	($70,295)	$0
9/1/24	$0	$140,591	$0	$0	($140,591)	$0
9/1/25	$24,671	$140,591	$13,800	$9,696	$0	$188,757
9/1/26	$26,263	$138,802	$14,076	$9,573	$0	$188,713
9/1/27	$27,854	$136,898	$14,357	$9,441	$0	$188,551
9/1/28	$29,711	$134,879	$14,644	$9,302	$0	$188,536
9/1/29	$31,568	$132,725	$14,937	$9,153	$0	$188,384
9/1/30	$33,690	$130,436	$15,236	$8,996	$0	$188,358
9/1/31	$35,813	$127,993	$15,541	$8,827	$0	$188,174
9/1/32	$38,200	$125,397	$15,852	$8,648	$0	$188,097
9/1/33	$40,853	$122,628	$16,169	$8,457	$0	$188,106
9/1/34	$43,506	$119,666	$16,492	$8,253	$0	$187,916
9/1/35	$46,424	$116,512	$16,822	$8,035	$0	$187,792
9/1/36	$49,607	$113,146	$17,158	$7,803	$0	$187,714
9/1/37	$53,056	$109,549	$17,501	$7,555	$0	$187,662
9/1/38	$57,035	$105,703	$17,851	$7,290	$0	$187,879
9/1/39	$61,014	$101,568	$18,209	$7,005	$0	$187,795
9/1/40	$65,258	$97,144	$18,573	$6,700	$0	$187,675
9/1/41	$70,033	$92,413	$18,944	$6,373	$0	$187,764
9/1/42	$75,074	$87,336	$19,323	$6,023	$0	$187,755
9/1/43	$80,379	$81,893	$19,709	$5,648	$0	$187,629
9/1/44	$86,215	$76,065	$20,104	$5,246	$0	$187,630
9/1/45	$92,582	$69,815	$20,506	$4,815	$0	$187,717
9/1/46	$99,214	$63,102	$20,916	$4,352	$0	$187,584
9/1/47	$106,642	$55,909	$21,334	$3,856	$0	$187,741
9/1/48	$114,600	$48,178	$21,761	$3,323	$0	$187,861
9/1/49	$123,089	$39,869	$22,196	$2,750	$0	$187,904
9/1/50	$132,109	$30,945	$22,640	$2,134	$0	$187,828
9/1/51	$141,924	$21,367	$23,093	$1,474	$0	$187,858
9/1/52	$152,800	$11,078	$23,555	$764	$0	$188,197
Total	**$1,939,184**	**$2,842,493**	**$511,298**	**$181,490**	**($210,886)**	**$5,263,579**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25% and will be updated at the time of Bond issuance.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in years 2023 and 2024 are being funded with Bond proceeds.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Appendix G-3
Major Improvement Area Assessment Roll by Parcel

Parcel	**2850129**
Equivalent Units	**$1,539,227**
Assessment	**72.39**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$55,797	$0	$0	($55,797)	$0
9/1/24	$0	$111,594	$0	$0	($111,594)	$0
9/1/25	$19,583	$111,594	$10,954	$7,696	$0	$149,826
9/1/26	$20,846	$110,174	$11,173	$7,598	$0	$149,791
9/1/27	$22,109	$108,663	$11,396	$7,494	$0	$149,662
9/1/28	$23,583	$107,060	$11,624	$7,383	$0	$149,651
9/1/29	$25,057	$105,350	$11,856	$7,266	$0	$149,529
9/1/30	$26,742	$103,534	$12,094	$7,140	$0	$149,509
9/1/31	$28,426	$101,595	$12,335	$7,007	$0	$149,363
9/1/32	$30,321	$99,534	$12,582	$6,864	$0	$149,302
9/1/33	$32,427	$97,336	$12,834	$6,713	$0	$149,309
9/1/34	$34,533	$94,985	$13,091	$6,551	$0	$149,158
9/1/35	$36,849	$92,481	$13,352	$6,378	$0	$149,060
9/1/36	$39,376	$89,809	$13,619	$6,194	$0	$148,998
9/1/37	$42,113	$86,955	$13,892	$5,997	$0	$148,956
9/1/38	$45,271	$83,902	$14,170	$5,786	$0	$149,129
9/1/39	$48,430	$80,619	$14,453	$5,560	$0	$149,062
9/1/40	$51,799	$77,108	$14,742	$5,318	$0	$148,967
9/1/41	$55,589	$73,353	$15,037	$5,059	$0	$149,038
9/1/42	$59,590	$69,323	$15,338	$4,781	$0	$149,031
9/1/43	$63,801	$65,002	$15,644	$4,483	$0	$148,931
9/1/44	$68,433	$60,377	$15,957	$4,164	$0	$148,931
9/1/45	$73,487	$55,415	$16,276	$3,822	$0	$149,001
9/1/46	$78,751	$50,088	$16,602	$3,454	$0	$148,895
9/1/47	$84,647	$44,378	$16,934	$3,061	$0	$149,020
9/1/48	$90,964	$38,241	$17,273	$2,637	$0	$149,115
9/1/49	$97,702	$31,646	$17,618	$2,183	$0	$149,149
9/1/50	$104,861	$24,563	$17,970	$1,694	$0	$149,089
9/1/51	$112,652	$16,960	$18,330	$1,170	$0	$149,112
9/1/52	$121,285	$8,793	$18,697	$606	$0	$149,381
Total	**$1,539,227**	**$2,256,229**	**$405,843**	**$144,058**	**($167,391)**	**$4,177,966**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25% and will be updated at the time of Bond issuance.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in years 2023 and 2024 are being funded with Bond proceeds.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Appendix G-4
Major Improvement Area Assessment Roll by Parcel

Parcel	**2850103**
Equivalent Units	**57.80**
Assessment	**$1,229,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$44,551	$0	$0	($44,551)	$0
9/1/24	$0	$89,103	$0	$0	($89,103)	$0
9/1/25	$15,636	$89,103	$8,746	$6,145	$0	$119,629
9/1/26	$16,644	$87,969	$8,921	$6,067	$0	$119,601
9/1/27	$17,653	$86,762	$9,099	$5,984	$0	$119,498
9/1/28	$18,830	$85,482	$9,281	$5,895	$0	$119,489
9/1/29	$20,007	$84,117	$9,467	$5,801	$0	$119,392
9/1/30	$21,352	$82,667	$9,656	$5,701	$0	$119,376
9/1/31	$22,697	$81,119	$9,849	$5,594	$0	$119,259
9/1/32	$24,210	$79,473	$10,046	$5,481	$0	$119,210
9/1/33	$25,891	$77,718	$10,247	$5,360	$0	$119,216
9/1/34	$27,573	$75,841	$10,452	$5,230	$0	$119,096
9/1/35	$29,422	$73,842	$10,661	$5,093	$0	$119,018
9/1/36	$31,440	$71,709	$10,874	$4,945	$0	$118,968
9/1/37	$33,625	$69,429	$11,092	$4,788	$0	$118,935
9/1/38	$36,147	$66,991	$11,314	$4,620	$0	$119,072
9/1/39	$38,669	$64,371	$11,540	$4,439	$0	$119,019
9/1/40	$41,359	$61,567	$11,771	$4,246	$0	$118,943
9/1/41	$44,385	$58,569	$12,006	$4,039	$0	$118,999
9/1/42	$47,580	$55,351	$12,246	$3,817	$0	$118,994
9/1/43	$50,942	$51,901	$12,491	$3,579	$0	$118,914
9/1/44	$54,641	$48,208	$12,741	$3,325	$0	$118,915
9/1/45	$58,676	$44,247	$12,996	$3,051	$0	$118,970
9/1/46	$62,879	$39,993	$13,256	$2,758	$0	$118,886
9/1/47	$67,587	$35,434	$13,521	$2,444	$0	$118,985
9/1/48	$72,630	$30,534	$13,791	$2,106	$0	$119,061
9/1/49	$78,010	$25,268	$14,067	$1,743	$0	$119,088
9/1/50	$83,727	$19,612	$14,349	$1,353	$0	$119,040
9/1/51	$89,947	$13,542	$14,636	$934	$0	$119,059
9/1/52	$96,841	$7,021	$14,928	$484	$0	$119,274
Total	**$1,229,000**	**$1,801,492**	**$324,047**	**$115,023**	**($133,654)**	**$3,335,908**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25% and will be updated at the time of Bond issuance.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in years 2023 and 2024 are being funded with Bond proceeds.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Appendix G-5
Major Improvement Area Assessment Roll by Parcel

Parcel **Part of 2850105**
Equivalent Units **122.40**
Assessment **$2,602,589**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$94,344	$0	$0	($94,344)	$0
9/1/24	$0	$188,688	$0	$0	($188,688)	$0
9/1/25	$33,111	$188,688	$18,521	$13,013	$0	$253,332
9/1/26	$35,247	$186,287	$18,891	$12,847	$0	$253,273
9/1/27	$37,383	$183,732	$19,269	$12,671	$0	$253,055
9/1/28	$39,876	$181,021	$19,654	$12,484	$0	$253,036
9/1/29	$42,368	$178,130	$20,047	$12,285	$0	$252,831
9/1/30	$45,216	$175,059	$20,448	$12,073	$0	$252,796
9/1/31	$48,064	$171,781	$20,857	$11,847	$0	$252,549
9/1/32	$51,269	$168,296	$21,275	$11,607	$0	$252,446
9/1/33	$54,829	$164,579	$21,700	$11,350	$0	$252,458
9/1/34	$58,389	$160,604	$22,134	$11,076	$0	$252,203
9/1/35	$62,305	$156,371	$22,577	$10,784	$0	$252,037
9/1/36	$66,578	$151,854	$23,028	$10,473	$0	$251,932
9/1/37	$71,206	$147,027	$23,489	$10,140	$0	$251,862
9/1/38	$76,547	$141,864	$23,959	$9,784	$0	$252,153
9/1/39	$81,887	$136,315	$24,438	$9,401	$0	$252,041
9/1/40	$87,584	$130,378	$24,926	$8,992	$0	$251,880
9/1/41	$93,992	$124,028	$25,425	$8,554	$0	$251,999
9/1/42	$100,757	$117,214	$25,934	$8,084	$0	$251,988
9/1/43	$107,877	$109,909	$26,452	$7,580	$0	$251,818
9/1/44	$115,710	$102,088	$26,981	$7,041	$0	$251,819
9/1/45	$124,255	$93,699	$27,521	$6,462	$0	$251,936
9/1/46	$133,156	$84,690	$28,071	$5,841	$0	$251,758
9/1/47	$143,125	$75,036	$28,633	$5,175	$0	$251,968
9/1/48	$153,806	$64,660	$29,205	$4,459	$0	$252,130
9/1/49	$165,199	$53,509	$29,789	$3,690	$0	$252,187
9/1/50	$177,304	$41,532	$30,385	$2,864	$0	$252,085
9/1/51	$190,477	$28,677	$30,993	$1,978	$0	$252,125
9/1/52	$205,074	$14,868	$31,613	$1,025	$0	$252,580
Total	**$2,602,589**	**$3,814,924**	**$686,216**	**$243,579**	**($283,032)**	**$7,064,277**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25% and will be updated at the time of Bond issuance.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in years 2023 and 2024 are being funded with Bond proceeds.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Appendix G-6
Major Improvement Area Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (60 Ft)**
Equivalent Units	**1.00**
Assessment	**$21,262.98**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$771	$0	$0	($771)	$0
9/1/24	$0	$1,542	$0	$0	($1,542)	$0
9/1/25	$271	$1,542	$151	$106	$0	$2,070
9/1/26	$288	$1,522	$154	$105	$0	$2,069
9/1/27	$305	$1,501	$157	$104	$0	$2,067
9/1/28	$326	$1,479	$161	$102	$0	$2,067
9/1/29	$346	$1,455	$164	$100	$0	$2,066
9/1/30	$369	$1,430	$167	$99	$0	$2,065
9/1/31	$393	$1,403	$170	$97	$0	$2,063
9/1/32	$419	$1,375	$174	$95	$0	$2,062
9/1/33	$448	$1,345	$177	$93	$0	$2,063
9/1/34	$477	$1,312	$181	$90	$0	$2,060
9/1/35	$509	$1,278	$184	$88	$0	$2,059
9/1/36	$544	$1,241	$188	$86	$0	$2,058
9/1/37	$582	$1,201	$192	$83	$0	$2,058
9/1/38	$625	$1,159	$196	$80	$0	$2,060
9/1/39	$669	$1,114	$200	$77	$0	$2,059
9/1/40	$716	$1,065	$204	$73	$0	$2,058
9/1/41	$768	$1,013	$208	$70	$0	$2,059
9/1/42	$823	$958	$212	$66	$0	$2,059
9/1/43	$881	$898	$216	$62	$0	$2,057
9/1/44	$945	$834	$220	$58	$0	$2,057
9/1/45	$1,015	$766	$225	$53	$0	$2,058
9/1/46	$1,088	$692	$229	$48	$0	$2,057
9/1/47	$1,169	$613	$234	$42	$0	$2,059
9/1/48	$1,257	$528	$239	$36	$0	$2,060
9/1/49	$1,350	$437	$243	$30	$0	$2,060
9/1/50	$1,449	$339	$248	$23	$0	$2,060
9/1/51	$1,556	$234	$253	$16	$0	$2,060
9/1/52	$1,675	$121	$258	$8	$0	$2,064
Total	**$21,263**	**$31,168**	**$5,606**	**$1,990**	**($2,312)**	**$57,715**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25% and will be updated at the time of Bond issuance.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in years 2023 and 2024 are being funded with Bond proceeds.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Appendix G-7
Major Improvement Area Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (55 Ft)**
Equivalent Units	**0.90**
Assessment	**$19,136.68**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$694	$0	$0	($694)	$0
9/1/24	$0	$1,387	$0	$0	($1,387)	$0
9/1/25	$243	$1,387	$136	$96	$0	$1,863
9/1/26	$259	$1,370	$139	$94	$0	$1,862
9/1/27	$275	$1,351	$142	$93	$0	$1,861
9/1/28	$293	$1,331	$145	$92	$0	$1,861
9/1/29	$312	$1,310	$147	$90	$0	$1,859
9/1/30	$332	$1,287	$150	$89	$0	$1,859
9/1/31	$353	$1,263	$153	$87	$0	$1,857
9/1/32	$377	$1,237	$156	$85	$0	$1,856
9/1/33	$403	$1,210	$160	$83	$0	$1,856
9/1/34	$429	$1,181	$163	$81	$0	$1,854
9/1/35	$458	$1,150	$166	$79	$0	$1,853
9/1/36	$490	$1,117	$169	$77	$0	$1,852
9/1/37	$524	$1,081	$173	$75	$0	$1,852
9/1/38	$563	$1,043	$176	$72	$0	$1,854
9/1/39	$602	$1,002	$180	$69	$0	$1,853
9/1/40	$644	$959	$183	$66	$0	$1,852
9/1/41	$691	$912	$187	$63	$0	$1,853
9/1/42	$741	$862	$191	$59	$0	$1,853
9/1/43	$793	$808	$195	$56	$0	$1,852
9/1/44	$851	$751	$198	$52	$0	$1,852
9/1/45	$914	$689	$202	$48	$0	$1,852
9/1/46	$979	$623	$206	$43	$0	$1,851
9/1/47	$1,052	$552	$211	$38	$0	$1,853
9/1/48	$1,131	$475	$215	$33	$0	$1,854
9/1/49	$1,215	$393	$219	$27	$0	$1,854
9/1/50	$1,304	$305	$223	$21	$0	$1,854
9/1/51	$1,401	$211	$228	$15	$0	$1,854
9/1/52	$1,508	$109	$232	$8	$0	$1,857
Total	**$19,137**	**$28,051**	**$5,046**	**$1,791**	**($2,081)**	**$51,943**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25% and will be updated at the time of Bond issuance.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in years 2023 and 2024 are being funded with Bond proceeds.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Appendix G-8
Major Improvement Area Assessment Roll by Lot Type

Lot Type	**Lot Type 4 (Multifamily)**
Equivalent Units	**0.19**
Assessment	**$4,039.97**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$146	$0	$0	($146)	$0
9/1/24	$0	$293	$0	$0	($293)	$0
9/1/25	$51	$293	$29	$20	$0	$393
9/1/26	$55	$289	$29	$20	$0	$393
9/1/27	$58	$285	$30	$20	$0	$393
9/1/28	$62	$281	$31	$19	$0	$393
9/1/29	$66	$277	$31	$19	$0	$392
9/1/30	$70	$272	$32	$19	$0	$392
9/1/31	$75	$267	$32	$18	$0	$392
9/1/32	$80	$261	$33	$18	$0	$392
9/1/33	$85	$255	$34	$18	$0	$392
9/1/34	$91	$249	$34	$17	$0	$391
9/1/35	$97	$243	$35	$17	$0	$391
9/1/36	$103	$236	$36	$16	$0	$391
9/1/37	$111	$228	$36	$16	$0	$391
9/1/38	$119	$220	$37	$15	$0	$391
9/1/39	$127	$212	$38	$15	$0	$391
9/1/40	$136	$202	$39	$14	$0	$391
9/1/41	$146	$193	$39	$13	$0	$391
9/1/42	$156	$182	$40	$13	$0	$391
9/1/43	$167	$171	$41	$12	$0	$391
9/1/44	$180	$158	$42	$11	$0	$391
9/1/45	$193	$145	$43	$10	$0	$391
9/1/46	$207	$131	$44	$9	$0	$391
9/1/47	$222	$116	$44	$8	$0	$391
9/1/48	$239	$100	$45	$7	$0	$391
9/1/49	$256	$83	$46	$6	$0	$391
9/1/50	$275	$64	$47	$4	$0	$391
9/1/51	$296	$45	$48	$3	$0	$391
9/1/52	$318	$23	$49	$2	$0	$392
Total	**$4,040**	**$5,922**	**$1,065**	**$378**	**($439)**	**$10,966**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Major Improvement Area Bonds.
[2]Represents the principal and interest on the Major Improvement Area Bonds. Interest is calculated using an interest rate of 7.25% and will be updated at the time of Bond issuance.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in years 2023 and 2024 are being funded with Bond proceeds.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

APPENDIX H
IMPROVEMENT AREA #1 ASSESSMENT ROLL

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Appendix H-1
Improvement Area #1 Assessment Roll

Parcel	**2850123, 2850122, and part of 2850105**
Equivalent Units	**237.60**
Assessment	**$14,950,000**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/1/23	$390,325	$0	$0	$0	($390,325)	$0
9/1/24	$780,650	$332,693	$51,000	$60,050	($780,650)	$443,743
9/1/25	$941,650	$208,737	$52,020	$60,050	$0	$1,262,457
9/1/26	$941,185	$208,195	$53,060	$59,245	$0	$1,261,685
9/1/27	$940,070	$208,539	$54,122	$58,390	$0	$1,261,121
9/1/28	$940,305	$208,714	$55,204	$57,485	$0	$1,261,708
9/1/29	$939,760	$208,720	$56,308	$56,520	$0	$1,261,308
9/1/30	$939,435	$208,556	$57,434	$55,495	$0	$1,260,920
9/1/31	$939,265	$208,222	$58,583	$54,405	$0	$1,260,475
9/1/32	$939,185	$208,719	$59,755	$53,245	$0	$1,260,904
9/1/33	$939,130	$207,990	$60,950	$52,010	$0	$1,260,080
9/1/34	$939,035	$208,092	$62,169	$50,695	$0	$1,259,990
9/1/35	$939,835	$208,967	$63,412	$49,295	$0	$1,261,509
9/1/36	$939,400	$208,560	$64,680	$47,800	$0	$1,260,440
9/1/37	$939,730	$208,927	$65,974	$46,210	$0	$1,260,841
9/1/38	$940,695	$208,012	$67,293	$44,515	$0	$1,260,515
9/1/39	$941,165	$208,870	$68,639	$42,705	$0	$1,261,379
9/1/40	$941,075	$208,390	$70,012	$40,775	$0	$1,260,252
9/1/41	$942,360	$208,627	$71,412	$38,720	$0	$1,261,119
9/1/42	$942,825	$208,525	$72,841	$36,525	$0	$1,260,715
9/1/43	$944,405	$208,084	$74,297	$34,185	$0	$1,260,971
9/1/44	$945,905	$208,304	$75,783	$31,685	$0	$1,261,677
9/1/45	$947,195	$208,128	$77,299	$29,015	$0	$1,261,637
9/1/46	$948,145	$208,557	$78,845	$26,165	$0	$1,261,712
9/1/47	$950,625	$208,534	$80,422	$23,125	$0	$1,262,706
9/1/48	$952,375	$208,059	$82,030	$19,875	$0	$1,262,339
9/1/49	$954,265	$208,132	$83,671	$16,405	$0	$1,262,473
9/1/50	$957,100	$208,697	$85,344	$12,700	$0	$1,263,841
9/1/51	$959,620	$208,696	$87,051	$8,740	$0	$1,264,107
9/1/52	$960,630	$208,131	$88,792	$4,510	$0	$1,262,063
Total	**$27,617,345**	**$6,169,371**	**$1,978,404**	**$1,170,540**	**($1,170,975)**	**$35,764,684**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.

[2]Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50% and will be updated at the time of Bond issuance.

[3]Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.65% and will be updated at the time of Assessment levy. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Bond proceeds.

[5]Additional Interest is only charged on the portion of the Assessments Associated with the Improvement Area #1 Bonds.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Appendix H-2
Improvement Area #1 Assessment Roll by Parcel

Parcel	**2850123**
Equivalent Units	**50.40**
Assessment	**$3,171,212**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/1/23	$82,796	$0	$0	$0	($82,796)	$0
9/1/24	$165,592	$70,571	$10,818	$12,738	($165,592)	$94,127
9/1/25	$199,744	$44,278	$11,035	$12,738	$0	$267,794
9/1/26	$199,645	$44,162	$11,255	$12,567	$0	$267,630
9/1/27	$199,409	$44,236	$11,480	$12,386	$0	$267,510
9/1/28	$199,459	$44,273	$11,710	$12,194	$0	$267,635
9/1/29	$199,343	$44,274	$11,944	$11,989	$0	$267,550
9/1/30	$199,274	$44,239	$12,183	$11,772	$0	$267,468
9/1/31	$199,238	$44,168	$12,427	$11,540	$0	$267,373
9/1/32	$199,221	$44,274	$12,675	$11,294	$0	$267,464
9/1/33	$199,209	$44,119	$12,929	$11,032	$0	$267,290
9/1/34	$199,189	$44,141	$13,187	$10,753	$0	$267,271
9/1/35	$199,359	$44,326	$13,451	$10,457	$0	$267,593
9/1/36	$199,267	$44,240	$13,720	$10,139	$0	$267,366
9/1/37	$199,337	$44,318	$13,994	$9,802	$0	$267,451
9/1/38	$199,541	$44,124	$14,274	$9,443	$0	$267,382
9/1/39	$199,641	$44,306	$14,560	$9,059	$0	$267,565
9/1/40	$199,622	$44,204	$14,851	$8,649	$0	$267,326
9/1/41	$199,895	$44,254	$15,148	$8,213	$0	$267,510
9/1/42	$199,993	$44,232	$15,451	$7,748	$0	$267,424
9/1/43	$200,328	$44,139	$15,760	$7,251	$0	$267,479
9/1/44	$200,647	$44,186	$16,075	$6,721	$0	$267,628
9/1/45	$200,920	$44,148	$16,397	$6,155	$0	$267,620
9/1/46	$201,122	$44,239	$16,725	$5,550	$0	$267,636
9/1/47	$201,648	$44,234	$17,059	$4,905	$0	$267,847
9/1/48	$202,019	$44,134	$17,400	$4,216	$0	$267,769
9/1/49	$202,420	$44,149	$17,748	$3,480	$0	$267,797
9/1/50	$203,021	$44,269	$18,103	$2,694	$0	$268,087
9/1/51	$203,556	$44,269	$18,465	$1,854	$0	$268,144
9/1/52	$203,770	$44,149	$18,835	$957	$0	$267,710
Total	**$5,858,225**	**$1,308,654**	**$419,661**	**$248,296**	**($248,389)**	**$7,586,448**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.

[2]Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50% and will be updated at the time of Bond issuance.

[3]Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.65% and will be updated at the time of Assessment levy. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Bond proceeds.

[5]Additional Interest is only charged on the portion of the Assessments Associated with the Improvement Area #1 Bonds.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Appendix H-3
Improvement Area #1 Assessment Roll by Parcel

Parcel	**2850122**
Equivalent Units	**18.00**
Assessment	**$1,132,576**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/1/23	$29,570	$0	$0	$0	($29,570)	$0
9/1/24	$59,140	$25,204	$3,864	$4,549	($59,140)	$33,617
9/1/25	$71,337	$15,813	$3,941	$4,549	$0	$95,641
9/1/26	$71,302	$15,772	$4,020	$4,488	$0	$95,582
9/1/27	$71,217	$15,798	$4,100	$4,423	$0	$95,539
9/1/28	$71,235	$15,812	$4,182	$4,355	$0	$95,584
9/1/29	$71,194	$15,812	$4,266	$4,282	$0	$95,554
9/1/30	$71,169	$15,800	$4,351	$4,204	$0	$95,524
9/1/31	$71,156	$15,774	$4,438	$4,122	$0	$95,491
9/1/32	$71,150	$15,812	$4,527	$4,034	$0	$95,523
9/1/33	$71,146	$15,757	$4,617	$3,940	$0	$95,461
9/1/34	$71,139	$15,765	$4,710	$3,841	$0	$95,454
9/1/35	$71,200	$15,831	$4,804	$3,734	$0	$95,569
9/1/36	$71,167	$15,800	$4,900	$3,621	$0	$95,488
9/1/37	$71,192	$15,828	$4,998	$3,501	$0	$95,518
9/1/38	$71,265	$15,758	$5,098	$3,372	$0	$95,494
9/1/39	$71,300	$15,823	$5,200	$3,235	$0	$95,559
9/1/40	$71,294	$15,787	$5,304	$3,089	$0	$95,474
9/1/41	$71,391	$15,805	$5,410	$2,933	$0	$95,539
9/1/42	$71,426	$15,797	$5,518	$2,767	$0	$95,509
9/1/43	$71,546	$15,764	$5,629	$2,590	$0	$95,528
9/1/44	$71,659	$15,781	$5,741	$2,400	$0	$95,582
9/1/45	$71,757	$15,767	$5,856	$2,198	$0	$95,579
9/1/46	$71,829	$15,800	$5,973	$1,982	$0	$95,584
9/1/47	$72,017	$15,798	$6,093	$1,752	$0	$95,660
9/1/48	$72,150	$15,762	$6,214	$1,506	$0	$95,632
9/1/49	$72,293	$15,768	$6,339	$1,243	$0	$95,642
9/1/50	$72,508	$15,810	$6,465	$962	$0	$95,746
9/1/51	$72,698	$15,810	$6,595	$662	$0	$95,766
9/1/52	$72,775	$15,767	$6,727	$342	$0	$95,611
Total	**$2,092,223**	**$467,377**	**$149,879**	**$88,677**	**($88,710)**	**$2,709,446**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.

[2]Represents the principal and interest on the Improvement Area #1 Bonds. Interest is calculated using an interest rate of 6.50% and will be updated at the time of Bond issuance.

[3]Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 5.65% and will be updated at the time of Assessment levy. Interest on the Improvement Area #1 Reimbursement Agreement for year 2023 will be collected together with the first annual installment due by January 31, 2024.

[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year. Administrative Expenses in year 2023 are being funded with Bond proceeds.

[5]Additional Interest is only charged on the portion of the Assessments Associated with the Improvement Area #1 Bonds.

Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Appendix H-4
Improvement Area #1 Assessment Roll by Parcel

Parcel **Part of 2850105**
Equivalent Units **169.20**
Assessment **$10,646,212**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/1/23	$277,959	$0	$0	$0	($277,959)	$0
9/1/24	$555,917	$236,917	$36,318	$42,763	($555,917)	$315,998
9/1/25	$670,569	$148,646	$37,045	$42,763	$0	$899,022
9/1/26	$670,238	$148,260	$37,785	$42,190	$0	$898,473
9/1/27	$669,444	$148,505	$38,541	$41,581	$0	$898,071
9/1/28	$669,611	$148,630	$39,312	$40,936	$0	$898,489
9/1/29	$669,223	$148,634	$40,098	$40,249	$0	$898,204
9/1/30	$668,992	$148,517	$40,900	$39,519	$0	$897,928
9/1/31	$668,871	$148,279	$41,718	$38,743	$0	$897,611
9/1/32	$668,814	$148,633	$42,553	$37,917	$0	$897,916
9/1/33	$668,774	$148,114	$43,404	$37,037	$0	$897,329
9/1/34	$668,707	$148,186	$44,272	$36,101	$0	$897,266
9/1/35	$669,276	$148,810	$45,157	$35,104	$0	$898,347
9/1/36	$668,967	$148,520	$46,060	$34,039	$0	$897,586
9/1/37	$669,202	$148,781	$46,981	$32,907	$0	$897,872
9/1/38	$669,889	$148,129	$47,921	$31,700	$0	$897,639
9/1/39	$670,224	$148,741	$48,879	$30,411	$0	$898,255
9/1/40	$670,159	$148,399	$49,857	$29,037	$0	$897,452
9/1/41	$671,075	$148,567	$50,854	$27,573	$0	$898,069
9/1/42	$671,406	$148,495	$51,871	$26,010	$0	$897,782
9/1/43	$672,531	$148,181	$52,909	$24,344	$0	$897,964
9/1/44	$673,599	$148,337	$53,967	$22,564	$0	$898,467
9/1/45	$674,518	$148,212	$55,046	$20,662	$0	$898,438
9/1/46	$675,194	$148,518	$56,147	$18,633	$0	$898,492
9/1/47	$676,960	$148,501	$57,270	$16,468	$0	$899,200
9/1/48	$678,206	$148,163	$58,416	$14,153	$0	$898,939
9/1/49	$679,552	$148,215	$59,584	$11,682	$0	$899,034
9/1/50	$681,571	$148,617	$60,776	$9,044	$0	$900,008
9/1/51	$683,366	$148,617	$61,991	$6,224	$0	$900,198
9/1/52	$684,085	$148,214	$63,231	$3,212	$0	$898,742
Total	**$19,666,897**	**$4,393,340**	**$1,408,863**	**$833,566**	**($833,876)**	**$25,468,790**

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Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Appendix H-5
Improvement Area #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (60 Ft)**
Equivalent Units	**1.00**
Assessment	**$62,920.88**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/1/23	$1,643	$0	$0	$0	($1,643)	$0
9/1/24	$3,286	$1,400	$215	$253	($3,286)	$1,868
9/1/25	$3,963	$879	$219	$253	$0	$5,313
9/1/26	$3,961	$876	$223	$249	$0	$5,310
9/1/27	$3,957	$878	$228	$246	$0	$5,308
9/1/28	$3,958	$878	$232	$242	$0	$5,310
9/1/29	$3,955	$878	$237	$238	$0	$5,309
9/1/30	$3,954	$878	$242	$234	$0	$5,307
9/1/31	$3,953	$876	$247	$229	$0	$5,305
9/1/32	$3,953	$878	$251	$224	$0	$5,307
9/1/33	$3,953	$875	$257	$219	$0	$5,303
9/1/34	$3,952	$876	$262	$213	$0	$5,303
9/1/35	$3,956	$879	$267	$207	$0	$5,309
9/1/36	$3,954	$878	$272	$201	$0	$5,305
9/1/37	$3,955	$879	$278	$194	$0	$5,307
9/1/38	$3,959	$875	$283	$187	$0	$5,305
9/1/39	$3,961	$879	$289	$180	$0	$5,309
9/1/40	$3,961	$877	$295	$172	$0	$5,304
9/1/41	$3,966	$878	$301	$163	$0	$5,308
9/1/42	$3,968	$878	$307	$154	$0	$5,306
9/1/43	$3,975	$876	$313	$144	$0	$5,307
9/1/44	$3,981	$877	$319	$133	$0	$5,310
9/1/45	$3,987	$876	$325	$122	$0	$5,310
9/1/46	$3,991	$878	$332	$110	$0	$5,310
9/1/47	$4,001	$878	$338	$97	$0	$5,314
9/1/48	$4,008	$876	$345	$84	$0	$5,313
9/1/49	$4,016	$876	$352	$69	$0	$5,313
9/1/50	$4,028	$878	$359	$53	$0	$5,319
9/1/51	$4,039	$878	$366	$37	$0	$5,320
9/1/52	$4,043	$876	$374	$19	$0	$5,312
Total	**$116,235**	**$25,965**	**$8,327**	**$4,927**	**($4,928)**	**$150,525**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.
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Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Appendix H-6
Improvement Area #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (55 Ft)**
Equivalent Units	**0.90**
Assessment	**$56,628.79**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/1/23	$1,479	$0	$0	$0	($1,479)	$0
9/1/24	$2,957	$1,260	$193	$227	($2,957)	$1,681
9/1/25	$3,567	$791	$197	$227	$0	$4,782
9/1/26	$3,565	$789	$201	$224	$0	$4,779
9/1/27	$3,561	$790	$205	$221	$0	$4,777
9/1/28	$3,562	$791	$209	$218	$0	$4,779
9/1/29	$3,560	$791	$213	$214	$0	$4,778
9/1/30	$3,558	$790	$218	$210	$0	$4,776
9/1/31	$3,558	$789	$222	$206	$0	$4,775
9/1/32	$3,558	$791	$226	$202	$0	$4,776
9/1/33	$3,557	$788	$231	$197	$0	$4,773
9/1/34	$3,557	$788	$235	$192	$0	$4,773
9/1/35	$3,560	$792	$240	$187	$0	$4,778
9/1/36	$3,558	$790	$245	$181	$0	$4,774
9/1/37	$3,560	$791	$250	$175	$0	$4,776
9/1/38	$3,563	$788	$255	$169	$0	$4,775
9/1/39	$3,565	$791	$260	$162	$0	$4,778
9/1/40	$3,565	$789	$265	$154	$0	$4,774
9/1/41	$3,570	$790	$271	$147	$0	$4,777
9/1/42	$3,571	$790	$276	$138	$0	$4,775
9/1/43	$3,577	$788	$281	$129	$0	$4,776
9/1/44	$3,583	$789	$287	$120	$0	$4,779
9/1/45	$3,588	$788	$293	$110	$0	$4,779
9/1/46	$3,591	$790	$299	$99	$0	$4,779
9/1/47	$3,601	$790	$305	$88	$0	$4,783
9/1/48	$3,607	$788	$311	$75	$0	$4,782
9/1/49	$3,615	$788	$317	$62	$0	$4,782
9/1/50	$3,625	$791	$323	$48	$0	$4,787
9/1/51	$3,635	$791	$330	$33	$0	$4,788
9/1/52	$3,639	$788	$336	$17	$0	$4,781
Total	**$104,611**	**$23,369**	**$7,494**	**$4,434**	**($4,436)**	**$135,472**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds and Improvement Area #1 Reimbursement Agreement.
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Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Appendix H-7
Improvement Area #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 3 (Townhomes)**
Equivalent Units	**0.60**
Assessment	**$37,752.53**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/1/23	$986	$0	$0	$0	($986)	$0
9/1/24	$1,971	$840	$129	$152	($1,971)	$1,121
9/1/25	$2,378	$527	$131	$152	$0	$3,188
9/1/26	$2,377	$526	$134	$150	$0	$3,186
9/1/27	$2,374	$527	$137	$147	$0	$3,185
9/1/28	$2,375	$527	$139	$145	$0	$3,186
9/1/29	$2,373	$527	$142	$143	$0	$3,185
9/1/30	$2,372	$527	$145	$140	$0	$3,184
9/1/31	$2,372	$526	$148	$137	$0	$3,183
9/1/32	$2,372	$527	$151	$134	$0	$3,184
9/1/33	$2,372	$525	$154	$131	$0	$3,182
9/1/34	$2,371	$525	$157	$128	$0	$3,182
9/1/35	$2,373	$528	$160	$124	$0	$3,186
9/1/36	$2,372	$527	$163	$121	$0	$3,183
9/1/37	$2,373	$528	$167	$117	$0	$3,184
9/1/38	$2,375	$525	$170	$112	$0	$3,183
9/1/39	$2,377	$527	$173	$108	$0	$3,185
9/1/40	$2,376	$526	$177	$103	$0	$3,182
9/1/41	$2,380	$527	$180	$98	$0	$3,185
9/1/42	$2,381	$527	$184	$92	$0	$3,184
9/1/43	$2,385	$525	$188	$86	$0	$3,184
9/1/44	$2,389	$526	$191	$80	$0	$3,186
9/1/45	$2,392	$526	$195	$73	$0	$3,186
9/1/46	$2,394	$527	$199	$66	$0	$3,186
9/1/47	$2,401	$527	$203	$58	$0	$3,189
9/1/48	$2,405	$525	$207	$50	$0	$3,188
9/1/49	$2,410	$526	$211	$41	$0	$3,188
9/1/50	$2,417	$527	$216	$32	$0	$3,192
9/1/51	$2,423	$527	$220	$22	$0	$3,192
9/1/52	$2,426	$526	$224	$11	$0	$3,187
Total	**$69,741**	**$15,579**	**$4,996**	**$2,956**	**($2,957)**	**$90,315**

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Attachment: Draft Ordinance (Ten Mile Creek IA #1 – Levy Ordinance)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Director
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	Final 2023-2025 Strategic Plan

Action Requested:

Consider and act to adopt the 2023-2025 Strategic Plan. (Satarino)

Background Information:

During the City Council retreat held on February 10th and 11th, Council provided direction to update the 2022-2024 Strategic Plan to include a goal focused on communication. Since this time, Staff has amended the Strategic Plan to reflect the updated goals. Attached is the 2023-2025 Strategic Plan for City Council adoption.

Supporting Documents:

2023-2025 Strategic Plan

Staff Recommendation:

Staff recommends approval.



CELINA TEXAS EST.1876

Life Connected.

2023 - 2025 Strategic Plan



SEAN TERRY *Mayor*

It is a great time to live, work, and play in Celina, Texas. I am so glad this Strategic Plan landed in your hands, and I would ask you to take a few moments and read through this information so that you may quickly see why Celina is the fastest-growing and most attractive city in North Texas.

While we recently traversed through some of our country's most challenging days, I am very pleased that the heart of our City strengthened as our population expanded. These were years marked by record growth, with thousands of people moving here and dozens of businesses opening to serve the community.

Along with the arrival of new residents and businesses, we have seen our City staff work tirelessly to plan for the upcoming growth. Their commitment to the City's Core Values enables the City to achieve the goals set by this Strategic Plan. Our public safety departments are some of the finest people who sacrifice daily for the safety and well-being of our residents. As the City has grown, we have seen substantial growth in these departments. Furthermore, we have funded and designed a new Law Enforcement Center that is currently underway and will continue adding new fire stations as our population increases.

Within this plan, you will see updates to our previous Strategic Plan goals. These goals include enhancements to our parks and trails, the Downtown and surrounding area, and events that reflect our unique culture. This type of vision and our commitment to smart growth will serve as evidence that Celina truly is the most incredible community and greatest place to live in Texas.

Celina is fortunate to stand on the broad shoulders of pioneers who built this City and established our values. We are blessed to be relishing in an incomparable present as the most sought-after place to be in Texas. I am confident that we will celebrate an exciting future together as we grow beyond what we know, but remain true to who we are. I hope you are thrilled to live here, work here, and/or call Celina your home. Thank you for being a part of our story as it unfolds.

Attachment: 23-25 Strategic Plan_4 (Final 2023-2025 Strategic Plan)

CELINA CITY COUNCIL

Celina is a “Home-Rule Municipality,” governed by a Mayor and City Council who are elected by the residents. Since its establishment in 1876, Celina residents have elected representatives to achieve City goals and enhance their quality of life. Acting together, the Mayor and City Council adopt all ordinances and resolutions and determine the general goals and policies for the City. The City’s mission of preserving its agricultural heritage, providing excellent public safety, and an extraordinary quality of life are all key factors in each decision.













Attachment: 23-25 Strategic Plan_4 (Final 2023-2025 Strategic Plan)



JASON LAUMER *City Manager*

Thank you for your interest in our Strategic Plan. Celina is one of the most exciting places to live, work, and raise a family. Without a doubt, these are some of our most fantastic years, and I am thankful to serve a community that carries in its heart the Core Values and effort needed to make this plan a reality.

I can confidently say that, because of the wonderful people who live and serve here, we have accomplished nearly every goal and outpaced expectations set in our previous Strategic Plan, despite the challenges we faced around the world and here at home over the past few years. Our 2023-2025 Strategic Plan highlights many long-term goals with a fresh set of objectives to achieve our 25-year mission.

The City has worked tirelessly to enhance the quality of life for our residents and businesses by strengthening our infrastructure, expanding our parks and green spaces, attracting new businesses, and beautifying our historic Downtown. We have done this as a result of our intentional efforts to grow wisely as our population base multiplies. We consciously balance our "what if" ideas with what is and what was. While this City is committed to a robust future, we will forever be connected to leaders, the values, and the successes that have shaped this place into the Celina of today.

As Celina continues to develop, we commit to the same care for every neighborhood, park, trail, and public safety measure. Growing wisely involves a partnership with developers, rather than just their investment. Those who build structures here will also build parks, roads, and provide areas for schools and support for the students who attend them. The new neighborhoods and businesses you see are evidence of the City's commitment to maintain the spirit of our motto - *Life Connected*.

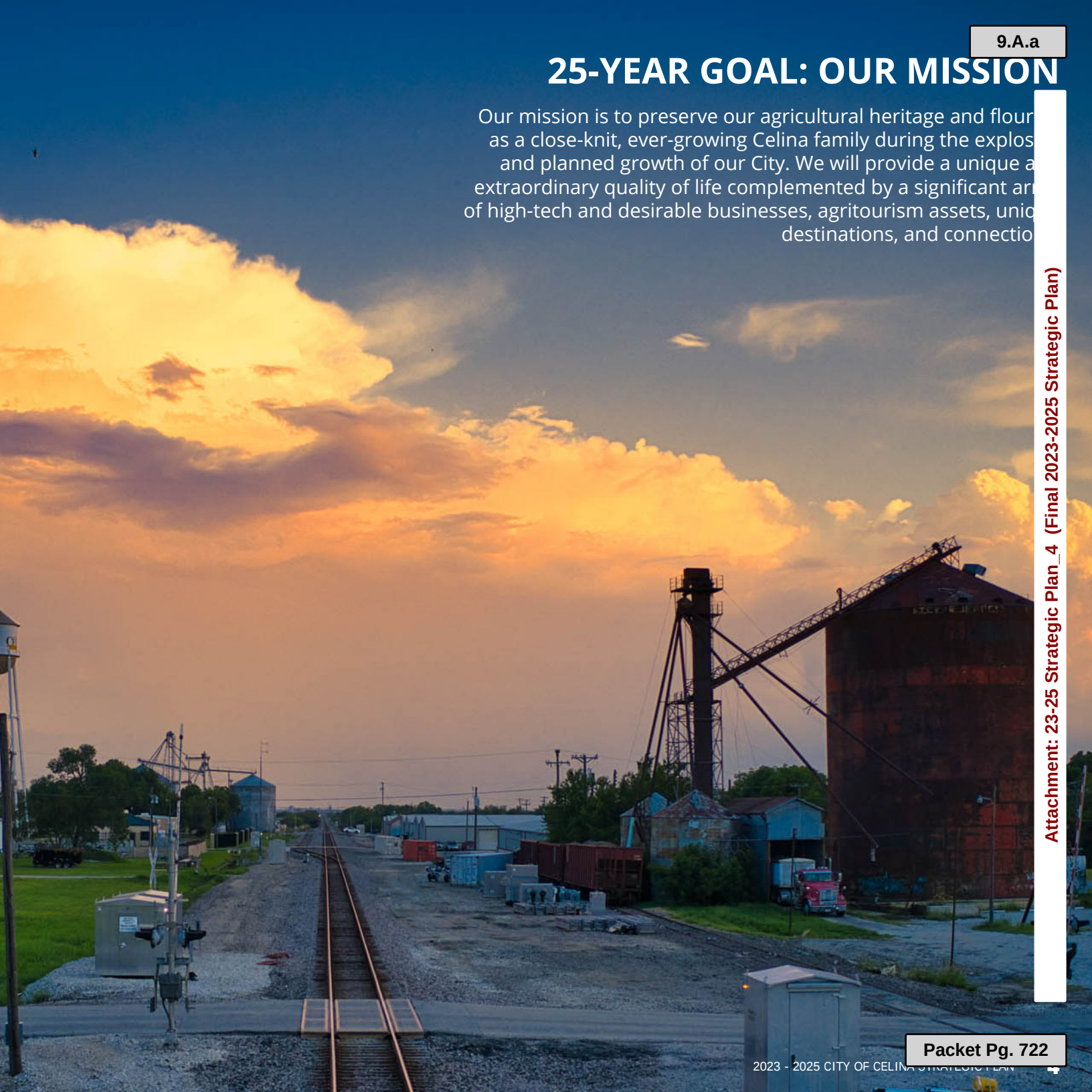
Over the coming two years, you can expect to see continued growth, but that growth will never be extended to a point that compromises the beauty, safety, or values that make Celina the most attractive place to call home. We can accomplish every goal within this plan while remaining true to the historical heart of this community. With the help of our residents, City leaders, first responders, school district, and YOU, we can accomplish our mission, reflect our Core Values, honor our storied past, and forever remain *Life Connected*.



Attachment: 23-25 Strategic Plan_4 (Final 2023-2025 Strategic Plan)

25-YEAR GOAL: OUR MISSION

Our mission is to preserve our agricultural heritage and flour
as a close-knit, ever-growing Celina family during the explos
and planned growth of our City. We will provide a unique a
extraordinary quality of life complemented by a significant ar
of high-tech and desirable businesses, agritourism assets, uniq
destinations, and connectio



Attachment: 23-25 Strategic Plan_4 (Final 2023-2025 Strategic Plan)

THE CITY OF CELINA
CORE VALUES

EXCELLENCE

- We always do our best
- We embrace innovation and efficiency while remaining good stewards of City resources
- We are accountable and take pride in our work
- We seek opportunities to learn and expand our professional horizons

INTEGRITY

- We do the right thing at all times
- We are committed to building and maintaining credibility and trust both internally and externally
- We are accountable in our words and actions
- We question that which may be inconsistent with our Core Values

COMMUNITY

- We are a unified body and work as a team
- When we disagree, we resolve it according to our Core Values
- We value and respect all employees and our customers
- We foster a culture that includes understanding, support, balance and a sense of humor
- We embrace openness, diversity and inclusion

SERVICE

- We are selfless public servants and believe in helping others
- We treat everyone the way we wish to be treated
- We are caring and empathetic in all we do
- We work to deliver excellent service to all we encounter

Attachment: 23-25 Strategic Plan_4 (Final 2023-2025 Strategic Plan)

VISION FRAMEWORK

We have a deep understanding that to be truly great, we must make a series of good and strategic decisions, which are consistent with our Vision Framework. Our efforts and resources will reside in the areas where our three spheres intersect.



Attachment: 23-25 Strategic Plan_4 (Final 2023-2025 Strategic Plan)

1 BE THE *LIFE CONNECTED.* CITY

Living a *Life Connected.* is not just our tagline, it's our mission that extends into every decision made. *Life Connected.* touches on the social and physical aspects of connectivity.

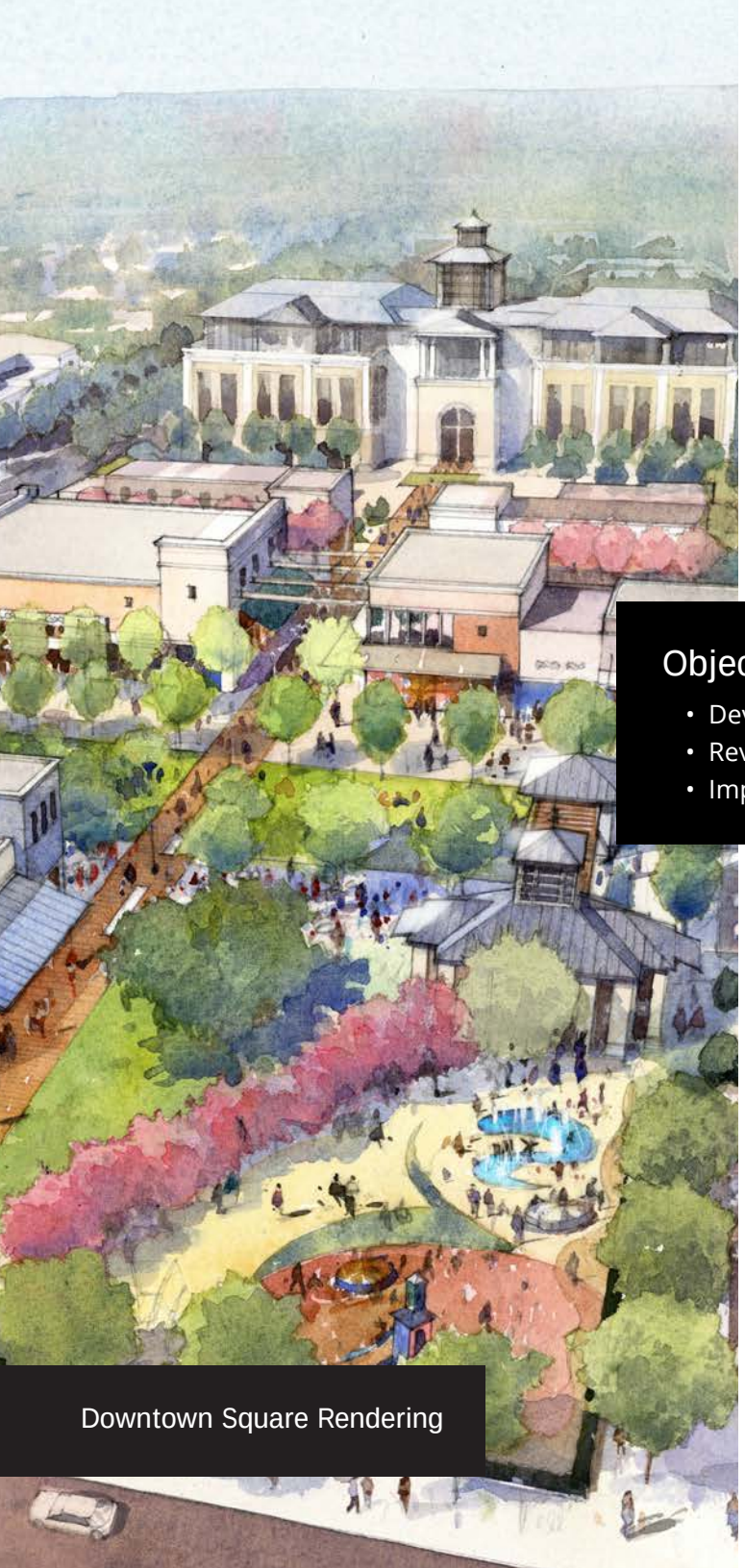
Objectives within this Strategic Plan goal touch upon quality of life enhancements that aim to keep residents invested long-term.

Objectives:

- Create library learning partnerships, including Youth Services
- Create an Explorer Program for both the Fire and Police Departments
- Conduct an Arts and Culture Master Plan



Attachment: 23-25 Strategic Plan_4 (Final 2023-2025 Strategic Plan)



Downtown Square Rendering

2 BE THE UNIQUE CITY

Celina is known for its small town charm, and nothing exhibits this better than our historic Downtown. This Strategic Plan goal seeks to preserve Celina's unique heritage through fortifying and expanding Downtown. Celina carries these unique attributes to other planning efforts around the City and infusing its agricultural pas into City projects.

Furthermore, this Strategic Plan goal seeks to embrace future residents through tradition and heritage efforts that share our story.

Objectives:

- Develop an optional Single-Family Smart Home Program
- Revise *Neighborhood Vision Book*
- Improve Preston Road Gateway and Corridor

Attachment: 23-25 Strategic Plan_4 (Final 2023-2025 Strategic Plan)

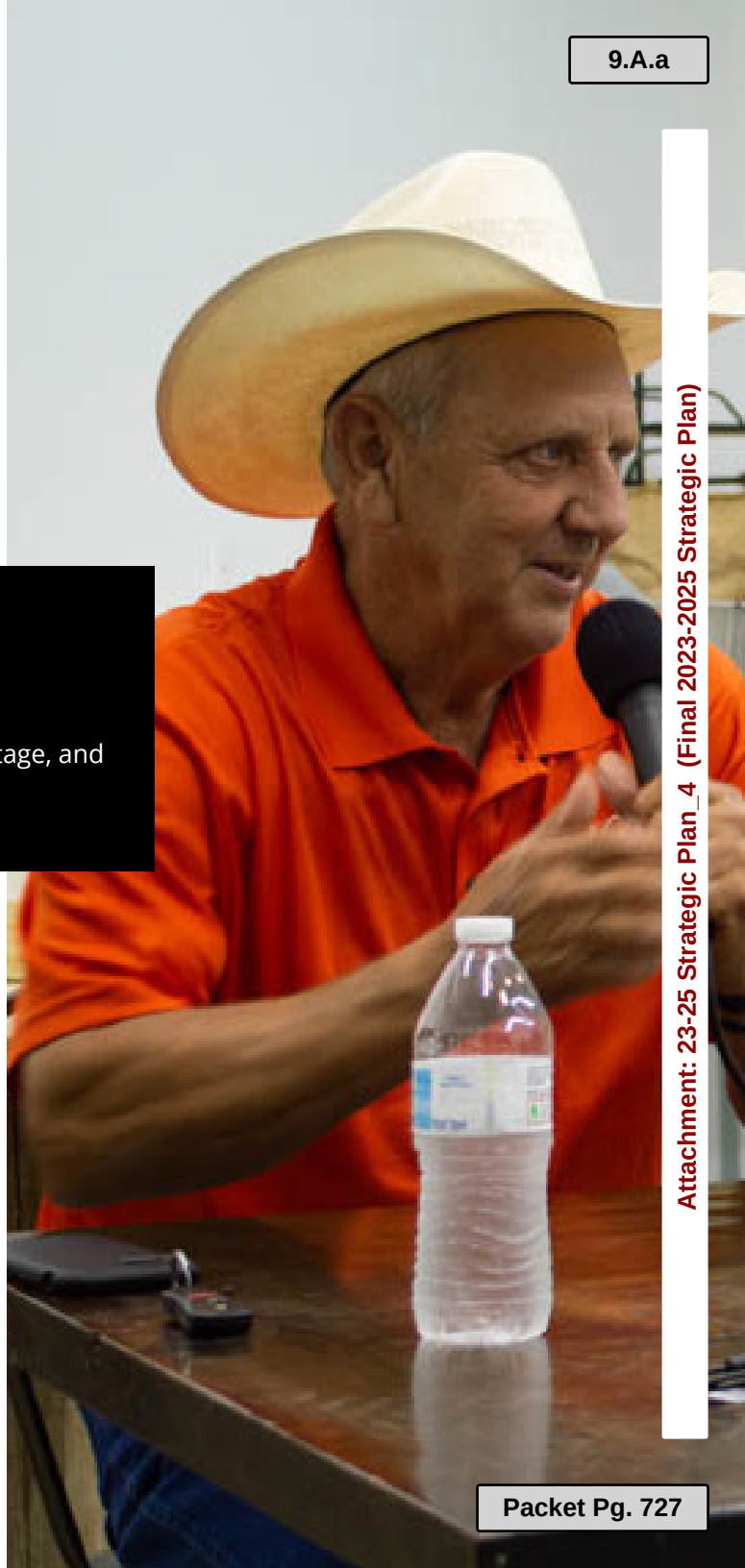
3 BE THE CITY OF THE FUTURE, CONNECTED TO ITS PAST

How does Celina maintain its unique qualities while experiencing population growth? This Strategic Plan goal seeks to connect current and future residents to Celina's unique past.

Objectives in this Strategic Plan goal include recommending future projects that reflect Celina's unique culture.

Objectives:

- Develop a Commercial Integrity Program
- Create Founder's Park Concept
- Infuse new development with Celina's Character, Heritage, and Brand



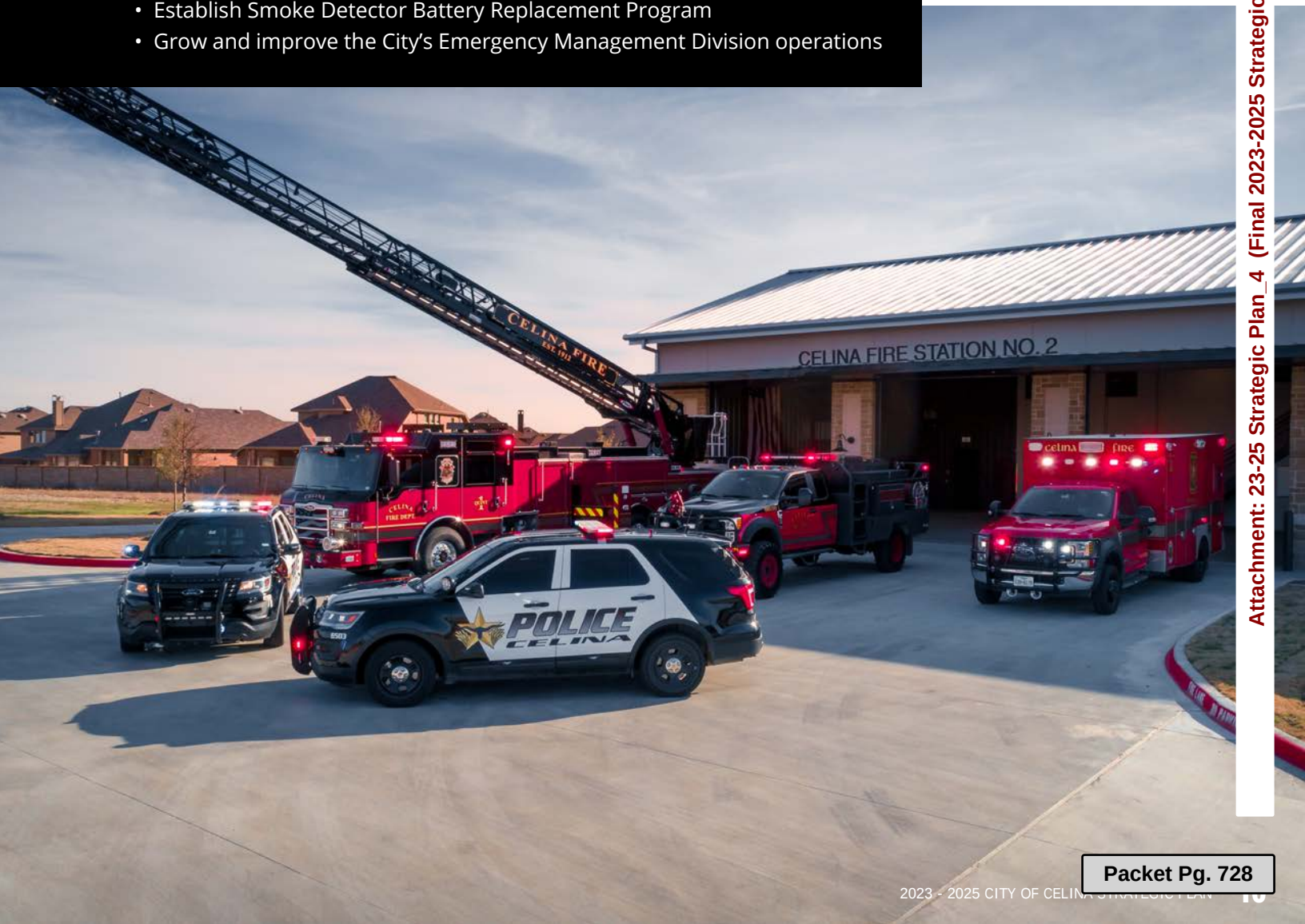
Attachment: 23-25 Strategic Plan_4 (Final 2023-2025 Strategic Plan)

4 BE THE CITY
BUILT ON PUBLIC SAFETY

Safety and security are two of the most basic human needs, and one of the biggest drivers of quality of life in cities. Public safety and emergency services are a strength, and we intend to fortify them.

Objectives:

- Build Law Enforcement Center
- Establish Smoke Detector Battery Replacement Program
- Grow and improve the City's Emergency Management Division operations



Attachment: 23-25 Strategic Plan_4 (Final 2023-2025 Strategic Plan)

5 BE THE CITY OF SERVANT LEADERS

This goal speaks to our organizational culture to attract and retain the right employees in the right role, who are motivated to serve the community. The philosophy of Servant Leadership puts the needs and growth of others first.

A part of Servant Leadership that is especially important to public servants is financial stewardship. As keepers of residents' trust, we will utilize time, money, staff, and property wisely.

Objectives:

- Create Employee Engagement Program
- Create and implement an Ethics Training Program
- Create how-to-videos for requisition entry and Historically Underutilized Business search



Attachment: 23-25 Strategic Plan_4 (Final 2023-2025 Strategic Plan)

6 BE THE CITY OF INNOVATIVE INFRASTRUCTURE

Infrastructure innovation is a necessity in a high-growth city. With limited resources and a high demand for new infrastructure, a creative approach is required when addressing funding mechanisms.

This Strategic Plan goal speaks to adopting innovative infrastructure policies and projects that ensure a sustainable path for growth.

Objectives:

- Implement Downtown Capital Improvement Project Strategy
- Identify, design, and install Fiber Infrastructure
- Provide WiFi in public spaces



Ousley Park Rendering

Attachment: 23-25 Strategic Plan_4 (Final 2023-2025 Strategic Plan)

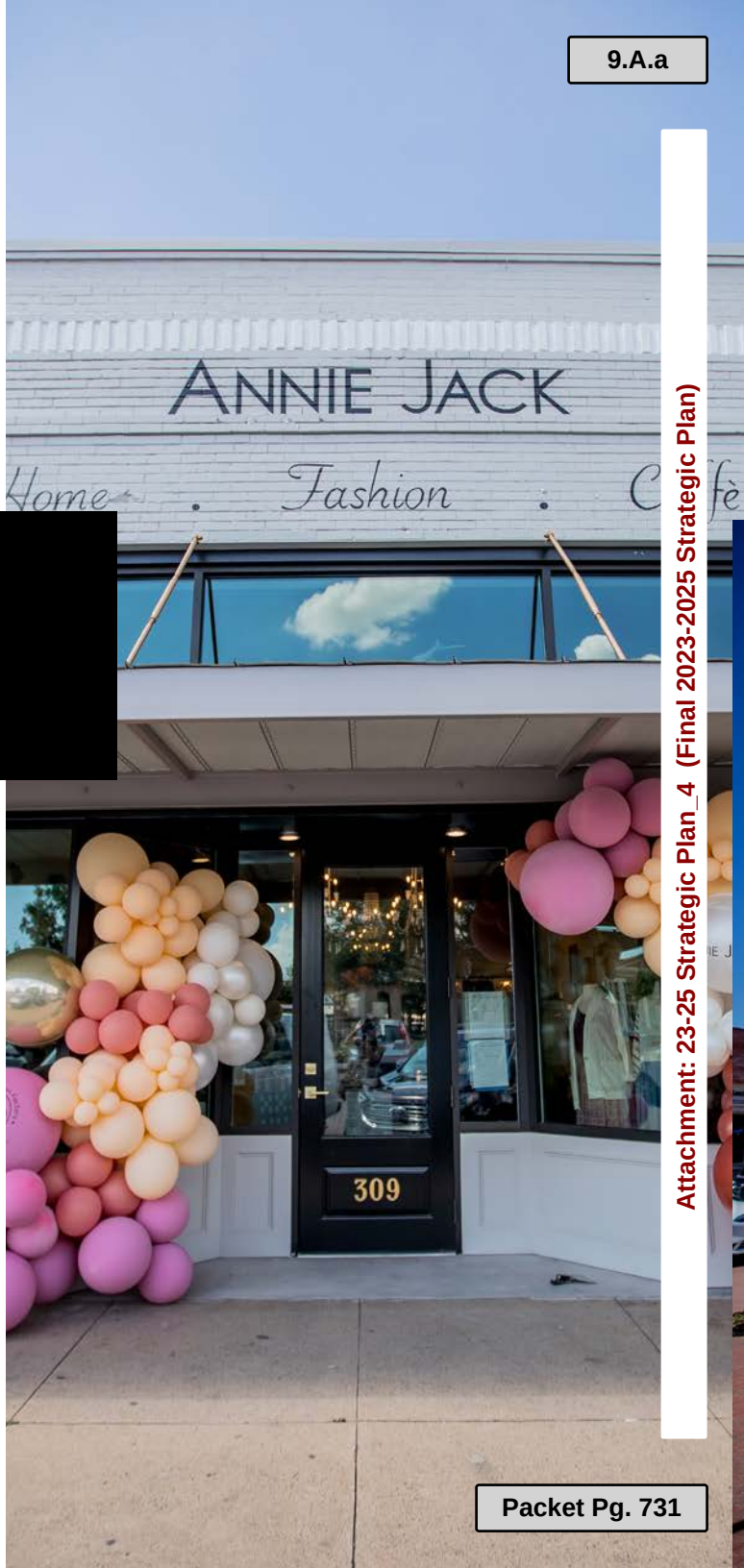
7 BE THE CITY OF SMALL BUSINESS

Small business is one of our biggest strengths and opportunities. It represents the heart of our community, and we recognize its importance to our quality of life and economic development.

Objectives in this Strategic Plan goal include adopting policies, codes, and ordinances that cultivate the right environment for small businesses to thrive.

Objectives:

- Create Micro-Grant Program with the Economic Development Corporation
- Hire a Development Liaison
- Hire a Downtown Manager



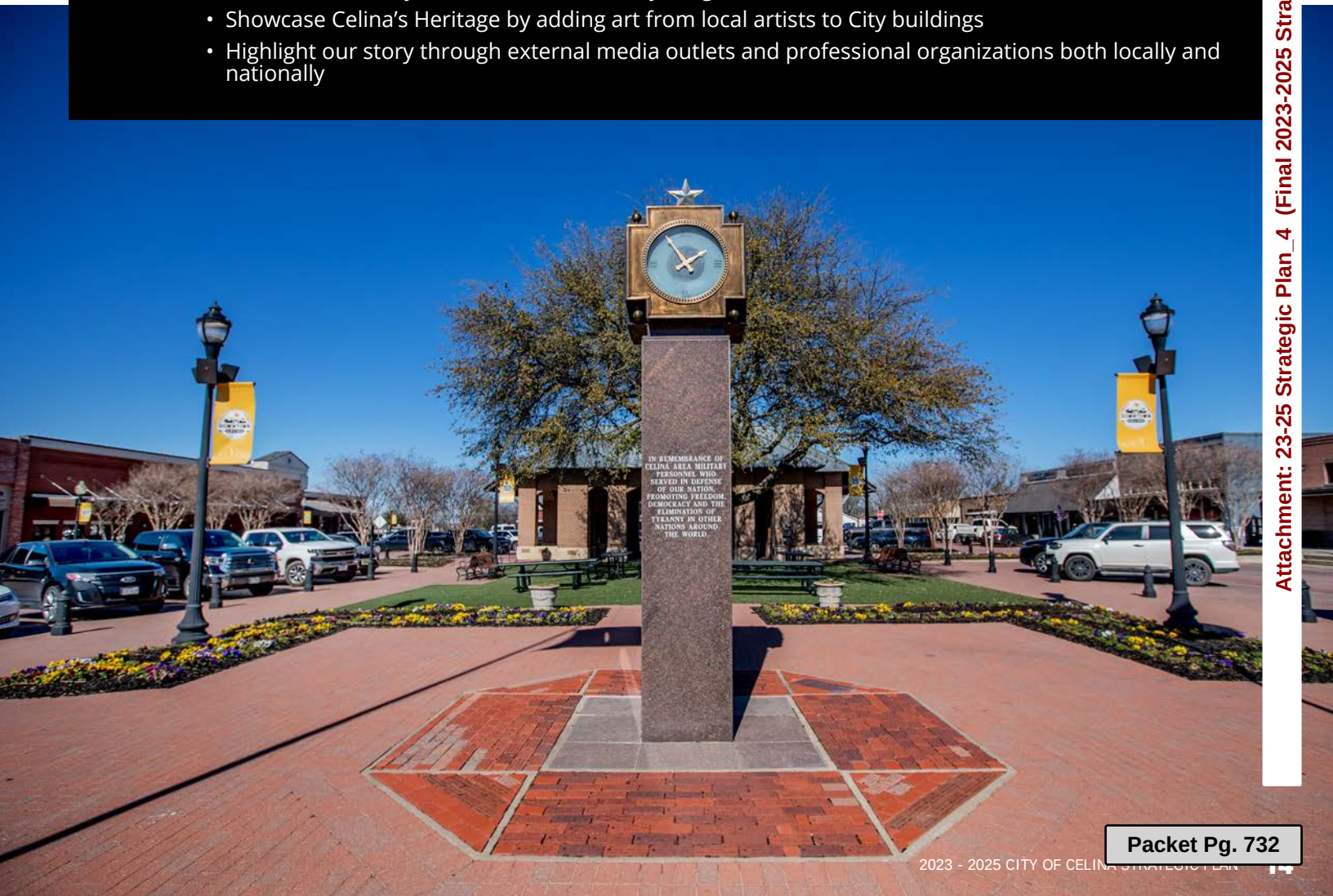
Attachment: 23-25 Strategic Plan_4 (Final 2023-2025 Strategic Plan)

8 BE THE CITY THAT SHARES OUR STORY

We want to share our story through what we say, what we publish, the improvements we construct, and the things we do. This Strategic Plan goal will focus on sharing who we are as a City. By infusing these communication strategies through each Strategic Plan goal, we will successfully communicate the stories, efforts, events, and information that matter to residents.

Objectives:

- Celina ISD and City Orientation and History Programs
- Showcase Celina's Heritage by adding art from local artists to City buildings
- Highlight our story through external media outlets and professional organizations both locally and nationally



Attachment: 23-25 Strategic Plan_4 (Final 2023-2025 Strategic Plan)



Life Connected.

Attachment: 23-25 Strategic Plan_4 (Final 2023-2025 Strategic Plan)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Director
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	2023 Celina Chamber of Commerce Marketing Services Agreement

Action Requested:

Consider and act upon a Marketing Services Agreement by and between the City of Celina, Texas, and the Celina Chamber of Commerce. (Satarino)

Background Information:

The Chamber desires to perform certain marketing services. During the term of this Agreement, the Chamber shall perform marketing services, which may include costs for signage and branding, kiosk wraps, website, event equipment, computer software, golf cart branding, and other costs related to marketing the City. There would be cooperative focus on a Shop Local, Bank Local, Be Local Campaign with the City. The exact marketing activities will be mutually determined by the Chamber and the City.

Financial Considerations:

The City shall pay the Chamber $25,000 per year for marketing services.

Legal Review:

The Agreement has been reviewed and approved by the City Attorney.

Supporting Documents:

Marketing Service Agreement

Staff Recommendation:

Staff recommends approval.

MARKETING SERVICES AGREEMENT BETWEEN THE CITY OF CELINA AND THE CELINA CHAMBER OF COMMERCE

This Marketing Services Agreement ("Agreement") is made between the City of Celina, Texas, ("City") and the Celina Chamber of Commerce ("Chamber")(City and Chamber are sometimes individually referred to as a "Party" and collectively as the "Parties") to be effective on the date of last signature of the Parties (the "Effective Date") for the purpose of providing for a program to promote the City through the joint efforts of the Parties hereto, who in consideration of the mutual promises, agree as follows:

RECITALS

WHEREAS, the Chamber desires to perform certain marketing services, as described herein, and the City desires to accept the services from the Chamber.

NOW, THEREFORE, for and in consideration of the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

1. **Marketing Services.** During the term of this Agreement, the Chamber shall perform marketing services, which may include costs for signage and branding, kiosk wraps, website, event equipment, computer software, golf cart branding, and other costs related to marketing the City. A cooperative focus on a Shop Local, Bank Local, Be Local Campaign with the City. The exact marketing activities will be mutually determined by the Chamber and the City.

2. **Payment for Services.** The City shall pay the Chamber twenty-five thousand dollars ($25,000.00) per year for marketing services. The payment shall not be used for operational or administrative expenses of the Chamber unless otherwise agreed to in writing by the Parties. The first annual payment shall be made within thirty (30) days from the Effective Date. Each year thereafter, the City shall make such annual payment by January 1st. Such annual payments are subject to the City's appropriation of funds in the City's annual budget each year, and the City may terminate this agreement, in accordance with Section 8, if the funds for this Agreement are not appropriated in any year.

3. **Budget.** The Parties agree to cooperate with each other in determining best marketing tools to be provided by the Chamber. The Chamber anticipates typical spending would be similar to the below anticipated budget:

   Signage and branding – $6000
   Kiosk wraps - $2800
   New Website - $6000
   Event Radios - $2000
   New Computer for marketing activities with task software program - $3000
   Golf cart branding - $2000

Attachment: Marketing Services Agreement v2 JYF 1.17.23 - Jason (2023 Celina Chamber of Commerce Marketing Services Agreement)

4. **Independent Status of Chamber.** The Chamber personnel performing services under this Agreement shall be under the direct supervision and control of the Chamber and all personnel of the Chamber shall be considered employees or agents of the Chamber and not of the City. The Chamber shall be responsible for the processing of all benefits or payment liabilities of such employees or agents, including the withholding or payment of personal income or social security taxes, as provided by applicable law, and the payment of worker's compensation premiums.

5. **Insurance.** The Chamber shall maintain policies of general liability insurance for the duration of the Agreement to protect against liability arising from its performance of this Agreement.

6. **INDEMNITY. THE CHAMBER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, SUITS, OR LIABILITIES ARISING FROM OR RELATED TO ANY ACT OR OMISSION OF THE CHAMBER, ITS OFFICERS, DIRECTORS, OFFICIALS, EMPLOYEES, OR REPRESENTATIVES IN THE PERFORMANCE OF THIS AGREEMENT AND EXPENDITURE. THIS INCLUDES PROPERTY DAMAGE, PERSONAL INJURY OR DEATH AND ALSO COVERS COSTS OF SUIT AND ATTORNEYS FEES.**

7. **Term of Agreement.** This Agreement shall be effective from the Effective Date through December 31, 2027.

8. **Termination.** Either Party may terminate this Agreement by giving written notice to the other Party thirty (30) days in advance of the termination date, in which case any unexpended funds and an accounting of expended funds paid by the City shall be paid and provided by the Chamber to the City within fifteen (15) days from the termination date.

9. **Immunity.** The Parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

10. **Assignment/Non-Transferable**. The Parties agree that neither this Agreement nor the work to be performed or goods/services provided hereunder will be assigned or transferred without the prior written consent of the City.

11. **Successors and Assigns**. The Parties, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

12. **Execution and Consideration**. This Agreement is executed by the Parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

Attachment: Marketing Services Agreement v2 JYF 1.17.23 - Jason (2023 Celina Chamber of Commerce Marketing Services Agreement)

13. **Notices**. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand–delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To City of Celina:

City of Celina
Attn: City Manager
142 N Ohio
Celina, TX 75009

With Copy to:

Julie Fort
Messer, Fort, & McDonald PLLC
6371 Preston Road, Suite 200
Frisco, TX 75034

To Chamber:

Melissa Cromwell, President/CEO
Greater Celina Chamber of Commerce
110 S. Preston Road, Suite B
Celina, TX 75009

14. **Cumulative Remedies**. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

15. **Waiver of Breach**. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

16. **Parties Bound**. The Agreement shall be binding upon, and inure to the benefit of, the Parties to the Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

Attachment: Marketing Services Agreement v2 JYF 1.17.23 - Jason (2023 Celina Chamber of Commerce Marketing Services Agreement)

17. **No Third-Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

18. **Incorporation of Recitals**. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the Parties.

19. **Entire Agreement**. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified, amended or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto. The subject matter of this Agreement is for marketing services only and not any other matters that may exist between the Parties past, present or future.

20. **Venue**. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

21. **Consideration.** This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

22. **Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

23. **Authority to Execute**. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

24. **Miscellaneous Drafting Provisions**. This Agreement shall be deemed 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. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

25. **Savings/Severability**. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Attachment: Marketing Services Agreement v2 JYF 1.17.23 - Jason (2023 Celina Chamber of Commerce Marketing Services Agreement)

26. **Representations**. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

EXECUTED this the _____ day of _____, 2023.

CITY OF CELINA

_____

SEAN TERRY, MAYOR

ATTEST:

BY: _____
LAUREN FIELD, CITY SECRETARY

CELINA CHAMBER OF COMMERCE

By: _____

Its: _____

Attachment: Marketing Services Agreement v2 JYF 1.17.23 - Jason (2023 Celina Chamber of Commerce Marketing Services Agreement)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Director
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	Celina Chamber of Commerce Chapter 380 Economic Development Agreement

Action Requested:

Consider and act upon an Agreement by and between the City of Celina, Texas, and the Celina Chamber of Commerce for Economic Development. (Satarino)

Background Information:

The City and the Chamber desire to memorialize their cooperative efforts in promoting and organizing their special events. The City and Chamber agree that special events provide a unique opportunity to attract visitors, highlight and support existing businesses, and attract new businesses and residents. The Agreement establishes requirements for planning events, facility use, and special provisions for Parks, Police, and Fire staff.

The Agreement shall commence upon the date of execution by both parties and shall end at the expiration of five years from the execution date.

Legal Review:

The Agreement has been reviewed and approved by the City Attorney.

Supporting Documents:

Celina Chamber of Commerce Chapter 380 Economic Development Agreement

Staff Recommendation:

Staff recommends approval.

ECONOMIC DEVELOPMENT AGREEMENT

This Agreement (the "Agreement") effective as of this ____ day of _____, 2023, (the "Effective Date") by and between the City of Celina, Collin County, Texas a home-rule municipality (the "City") and the Celina Chamber of Commerce (the "Chamber"), a Texas non-profit corporation.

RECITALS

WHEREAS, the City is a home rule municipality duly organized and validly existing under the laws of the State of Texas and located within Collin County and Denton County, Texas; and

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to offer programs and incentives designed to promote economic development; and

WHEREAS, the Chamber provides valuable services to the Celina community in general and to Celina's businesses and visitors in particular; and

WHEREAS, the City and the Chamber desire to memorialize their cooperative efforts in promoting and organizing their special events; and

WHEREAS, the City and Chamber agree that special events provide a unique opportunity to attract visitors, highlight and support existing businesses, and attract new businesses and residents; and

WHEREAS, the Chamber has requested and the City has found and determined that it is in the best interest of the City to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Status of Parties

1.1 City. The Parties acknowledge and agree that the City is a municipal corporation formed and operating pursuant to its home-rule charter.

1.2 Chamber. Chamber represents and warrants that Chamber is a non-profit corporation formed, existing, and is in good standing under the law of the State of Texas.

Attachment: Celina Chamber of Commerce Economic Development Agreement 2023 (Celina Chamber of Commerce Chapter 380 Economic

Section 2. Joint Planning

2.1 The City and Chamber through their designated representatives shall advise each other of upcoming events and when possible cooperate in joint planning of events that fulfill the purposes of local economic and business development.

2.2 The Chamber shall give the City as much advance notice as possible of its need for building or facility space for the purpose of its special events.

2.3 The City is allowed a sitting board member selected by the Chamber President and the City Manager jointly. That representative shall coordinate all invites of Chamber events to the City.

Section 3. Facilities

3.1 The City currently owns or has control of the spaces and facilities which may be available for Chamber use for special events.

3.2 The City agrees to grant to the Chamber use of the Facilities which the Chamber may require for its special events provided the use of such Facilities shall not interfere with the use of such Facility.

3.3 The Chamber agrees to give the City reasonable advanced notice, in no case less than sixty (60) days, of its need for a Facility. Notice shall be given via a written application or other form deemed acceptable by the City.

3.4 The City shall have sole authority to develop criteria for the special events and base their consideration of the Chamber's application upon such criteria. However, the Parties agree that the special events typically sponsored by the Chamber benefit the Parties and will likely be approved so long as the terms of this Agreement are met.

3.5 The Chamber shall be responsible for costs associated with the use of the Facility for a special event including, but not limited to, cleaning and takedown fees.

Section 4. Special Provisions

4.1 The City intends to provide event, parks, police and fire staff for each special event subject to the determination of the City that the departments have adequate staffing and that there will be no decrease in available emergency services to the public.

4.2 In exchange for fire and police service to an event sponsored by the Chamber and not the City, the Chamber shall designate the City as at minimum a second-tier sponsor for the event. At the time of this Agreement the Parties understand that

Attachment: Celina Chamber of Commerce Economic Development Agreement 2023 (Celina Chamber of Commerce Chapter 380 Economic

the two special events subject to this subsection are the Winecrawl on the Square and Octoberfest.

4.3 At the following special events, the City will partner with the Chamber to share profits of the net proceeds on an equal basis from beer and wine sales:

(a) Cajun Fest
(b) 4th of July celebration
(c) Beware on the Square
(d) Beer and Wine Festival

The City shall have sole authority to select beer and wine vendors for said special events. The Chamber understands that the City may enter into sponsorship agreements with beer and wine distributors and that the Chamber shall be subject to, and adhere to, any of these sponsorship agreements.

4.4 The City shall determine the proper staffing level of emergency service personnel for all special events.

4.5 This Agreement shall commence upon the date of execution by both Parties and shall end at the expiration of five (5) years from said date unless otherwise terminated. Either party may terminate this Agreement with or without cause by providing sixty (60) days written notice to the other party.

4.6 Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

City of Celina, Texas
Jason Laumer, City Manager
142 N. Ohio Street
Celina, Texas 75009

with copies to:

Julie Fort
Messer, Fort, & McDonald PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034

Greater Celina Chamber of Commerce
Melissa Cromwell, President/CEO
110 S. Preston Road, Suite B
Celina, Texas 75009

Attachment: Celina Chamber of Commerce Economic Development Agreement 2023 (Celina Chamber of Commerce Chapter 380 Economic

Section 5. Miscellaneous Provisions

5.1 The Chamber shall indemnify and defend the City and its officers and employees from any and all claims arising out of the Chamber's use of the facilities and any other losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses.

5.2 Nothing in this Agreement is intended to create, nor shall be deemed or construed by the parties or any third party as creating the relationship of principal and agent, partnership or a joint venture.

5.3 Prior to using a facility the Chamber will provide proof of general liability insurance in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence and the Chamber will add the City as an additional insured.

5.4 This Agreement contains the entire agreement of the Parties and may be modified or terminated only upon mutual written agreement of the City and the Chamber.

5.5 This Agreement is performable in Collin County, Texas and exclusive venue shall lie therein. The prevailing party in any litigation required to enforce this Agreement shall additionally recover costs and attorneys' fees.

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

EXECUTED on the date set forth above.

CITY OF CELINA, TEXAS,
A Texas municipal corporation

By: _____
Sean Terry, Mayor

ATTEST:

By: _____
Lauren Vaughns City Secretary

Attachment: Celina Chamber of Commerce Economic Development Agreement 2023 (Celina Chamber of Commerce Chapter 380 Economic

Greater Celina Chamber of Commerce

By: _____
Melissa Cromwell, President/CEO

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Melissa Cromwell, of the Greater Celina Chamber of Commerce, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledges to me she is the duly authorized representative for the Celina Chamber of Commerce and she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

_____
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Sean Terry, Mayor of the City of Celina, Texas, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledges to me he is the duly authorized representative for the City of Celina and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

_____
Notary Public in and for the State of Texas

Attachment: Celina Chamber of Commerce Economic Development Agreement 2023 (Celina Chamber of Commerce Chapter 380 Economic

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Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Director
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	Appointment to the MUTD Board

Action Requested:

Consider and act to appoint Anthony Satarino to the McKinney Urban Transit District (MUTD) Board as a representative for the City of Celina. (Satarino)

Background Information:

Created in 2016 and meeting for the first time in March of 2017, the McKinney Urban Transit District (MUTD) was created after the dissolution of the Texhoma Area Paratransit System (TAPS), to provide transportation to help get disabled individuals and elderly citizens to medical appointments or part-time jobs. The MUTD exists in partnership with DCTA/DART and is funded by state grant funds and local municipal participation.

Previously, Corbett Howard served on the MUTD Board while he was the Director of Government Affairs for the City of Celina. Since Howard's retirement, the seat on the Board has been unfilled. It is important for the Celina representative to remain on this Board to help guide the direction of the MUTD to best assist our own residents, and those of Collin County in general. It is recommended that the Director of Strategic Services fill the vacancy.

Financial Considerations:

As part of the required local match, Celina pays $3,000 annually to the City of McKinney.

Staff Recommendation:

Staff recommends approval.

RESOLUTION 2023-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPOINTING ANTHONY SATARINO TO THE MCKINNEY URBAN TRANSIT DISTRICT BOARD OF DIRECTORS FOR AN UNEXPIRED TERM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas ("City") has been an active member of the McKinney Urban Transit District since 2017;

WHEREAS, the City's participation in the McKinney Urban Transit District allows the City to receive state and federal public transportation funds; and

WHEREAS, the McKinney Urban Transit District will have no taxing authority without legislative action and voter approval; and

WHEREAS, the City Council of the City of Celina wishes to provide affordable transportation options for its senior and disabled citizens; and

WHEREAS, the City Council of the City of Celina appointed Corbett Howard to serve as the City of Celina's representative on the McKinney Urban Transit District Board of Directors an unexpired term; and

WHEREAS, City Council desires to remove Corbett Howard; and

WHEREAS, the City Council finds that Anthony Satarino has met the qualifications for appointment to the McKinney Urban Transit District and desires to serve as the City of Celina's representative for the unexpired term.

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

Section 1. **Findings Incorporated**. That the findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

Section 2. **Appointment Approved.** That Corbett Howard is removed as the City of Celina's representative on the McKinney Urban Transit District Board of Directors and Anthony Satarino is appointed as the City of Celina's representative on the McKinney Urban Transit District Board of Directors for the unexpired term.

Section 3. **Effective Date**. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of March 2023.

Attachment: Anthony Satarino to Mckinney Urban Transportation District Board (Appointment to the MUTD Board)

_____
Sean Terry, MAYOR

ATTEST:

_____
Lauren Vaughns, CITY SECRETARY

Attachment: Anthony Satarino to Mckinney Urban Transportation District Board (Appointment to the MUTD Board)

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Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	FY 22 Audit Acceptance

Action Requested:

Consider and act upon acceptance of the 2021-2022 Fiscal Year Audit, and presentation by FORVIS. (Bromiley)

Background Information:

The City has contracted with FORVIS, formally BKD, for auditing services. FROVIS was created by the merger of BKD and HDG. They are considered to be a top ten accounting firm. This is the third-year of our five-year engagement with the firm.

There were no findings, audit adjustments, or management letter comments.

Board Review/Citizen Input:

The City Council's Audit Committee met with the auditors and management staff on Thursday, March 2, 2023, to discuss the audit reports and required auditor communications.

Supporting Documents:

FY 2022 Annual Comprehensive Financial Report (ACFR)

Staff Recommendation:

Staff recommends approval.

Annual Comprehensive Financial Report







Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

CELINA
TEXAS
EST. 1876

Life Connected.

City of Celina, Texa

Fiscal Year

Ending September 30, 20

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Annual Comprehensive Financial Report

Life Connected.

Fiscal Year Ended September 30, 2022

ELECTED OFFICIALS:

Sean Terry, Mayor

Jay Pierce, Mayor Pro-Tem, Place #2

Wendie Wigginton, Deputy Mayor Pro-Tem, Place #4

Philip Ferguson, Place #1

Andy Hopkins, Place #3

Mindy Koehne, Place #5

Tony Griggs, Place #6

CITY MANAGER OFFICE:

Jason Laumer, City Manager

Karla Stovall, Assistant City Manager

Kimberly Brawner, Assistant City Manager

PREPARED BY:

Robin Bromiley, MSA, CGFO – Director of Finance

Stormy Johnson, CPA, CGFO, CPM – Assistant Finance Director

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)



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Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas

Annual Comprehensive Financial Report
Fiscal Year Ended September 30, 2022
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City of Celina, Texas

Annual Comprehensive Financial Report
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Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas

Annual Comprehensive Financial Report
Fiscal Year Ended September 30, 2022
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Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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Introductory Section

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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March 6, 2023

To the Honorable Mayor and City Council, City Manager, and Residents of Celina, Texas:

The City's management staff is pleased to submit the Annual Comprehensive Financial Report ("ACFR") of the City of Celina ("City") for the fiscal year ending September 30, 2022.

The purpose of this report is to provide the council, management, staff, the public, and other interested parties with detailed information regarding the City's financial condition. State Law requires that every general-purpose local government publish a complete set of audited financial statements within six months of the close of the fiscal year. This report is hereby submitted as mandated by both local ordinance and state statutes required for the fiscal year ended September 30, 2022.

This report consists of management's representations concerning the finances of the City. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the City's various funds. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

The City is required to obtain an annual audit of the City's financial records and financial activities. FORVIS, LLP, a licensed, independent certified public accountants firm, has audited the City's financial statements. The independent audit's goal is to provide reasonable assurance that the City's financial statements for the fiscal year ended September 30, 2022, are free of any material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified ("clean") opinion that the City's financial statements for the fiscal year ended September 30, 2022, are fairly presented in conformity with Generally Accepted Accounting Principles ("GAAP"). The independent auditor's report is presented as the first component of the financial section of this report.

Management's discussion and analysis (MD&A) immediately follows the independent auditors' report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal, and the two should be read in conjunction with each other.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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OUR HISTORY

In the northwest corner of Collin County, Celina was not established until 1876, but settlers came into the area at a much earlier date. These settlers lived the lives of typical pioneers building their homes from logs or hauling lumber from Jefferson. They traveled by foot, horseback, or in wagons, making their clothes at home and raising what they had to eat. These early families, as well as later ones, mainly came from Tennessee or Kentucky.

In October 1879, a little settlement began to form a few miles southwest of the present-day Celina. John T. Mulkey, Celina's first Postmaster, renamed the City after Celina, Tennessee. The Methodist church was built in 1880 and also doubled as the school for a while. By 1885, a general store, mill, and drug store opened in "Old Celina." When the railroad came through the City in 1902, residents made an effort to move the City's actual main street eastward toward the tracks. The result is where the City square stands today. Celina has always been a Small City with a Big Vision!

An excerpt from the Celina Record of 1937 states: "If you are casting about for a good place to make your home, you should visit Celina and see for yourself what it has to offer. Some here occasionally say the grass is greener elsewhere and move away, but most of them decide there is no use trying to find a better place to live and rear their families, come back and settle down firmly fixed in their belief that trying is a waste of time."

CURRENT DAY

Celina has grown from a farming community near the Grayson County border to the most desired and valuable place to live, work and raise a family. The City has experienced unprecedented growth over the past several years. The city experienced a 200% growth in population within the last five years. As of September 30, 2022, the estimated current population was 31,796 representing the city limits and not the service limits. This pace makes Celina one of the fastest-growing cities in the Dallas-Fort Worth Metroplex. Situated in high-growth Collin County and nestled between the major arteries of Preston Road to the east and the future Dallas North Tollway to the west, Celina's maximum projected buildout population is approximately 380,000. Celina is positioned geographically, demographically, and economically to quickly become a significant player in the North Texas metropolitan community. Celina's median household income is $124,375, with an average home value of $583,446. Residents are only minutes away from Frisco's "$5 Billion Mile," major hospitals, and the top-ranked Prosper and Celina school districts.

COMMUNITY

Celina celebrates its authentic culture. The signature event, CajunFest, as well as several other family-oriented events including Friday Night Farmer's Markets, Movies on the Square, Splash and Blast 4th of July Celebration, Beware! Of the Square and Christmas on the Square, promote Celina's community identity. For the adults, several local wineries promote an interest in culture and good wine.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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PROFILE OF THE GOVERNMENT

The City of Celina is a home-rule city and operates on a Mayor-Council form of government. The governing body includes the Mayor and six City Council members. All governing body members serve three-year terms. The governing body, being the elected representative of the people, adopts all ordinances and resolutions and determines the general goals and policies.

The City Manager is the chief administrative officer of the government and is responsible for the enforcement of laws and ordinances, the appointment and supervision of the directors or department heads, and City functions' performance.

The City of Celina provides a full range of services supported through the City's empowerment to levy property tax on both real and personal properties located within its boundaries and the ability to extend its corporate limits by annexation when deemed appropriate by the City Council. These services include fire and police services, ambulance and emergency services, the public library, parks and recreation, water, sewer, trash pickup, traffic engineering, streets and infrastructure, community development including planning and zoning, public improvements, economic development, and other administrative services.

The financial reporting entity includes all funds of the primary government as well as its component units. The component units are legally separate entities for which the primary government is financially accountable, but they are not part of the primary government's operations. The Celina Community Development Corporation (Type B) and Celina Economic Development Corporation (Type A) are included in the City's financial statements as discreetly presented component units.

FINANCIAL INFORMATION

Financial System and Budgetary Controls

City management is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. Management must also ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with GAAP. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived, and (2) the valuation of costs and benefits requires estimates and judgments by management. All internal control evaluations occur within the above framework

The City's accounting records for general governmental activities are maintained on a modified accrual basis, with revenues recorded when available and measurable, expenditures being recorded when the services or goods are received, and liabilities are incurred. Accounting records for the City's water and sewer and other proprietary activities are maintained on the accrual basis.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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City Council is required to adopt an annual operating budget no later than October 1st, the beginning of the fiscal year. A collaborative team made up of the City Manager, Executive Directors, and Department Directors all work together to prepare a balanced budget that provides for the strategic vision outlined by the City Council at the beginning of the process. The proposed budget follows a timeline to ensure additional scrutiny is received by City Council during their workshop sessions. The City follows the Truth-in-taxation process for the adoption of the budget and ad valorem tax rate.

The budget is developed on a departmental level and adopted at the General, Debt Service, and Water and Sewer fund levels. The level of control at which expenditures may not exceed budget with our City Council approval is at the fund level. The objective of budgetary controls is to ensure compliance with the legal provision contained in the annual budget approved by the City Council. The City Manager has the authority to approve individual departmental budget overages. This budgetary level serves as the foundation for the City's financial planning and control. The City Council approves any amendment or additional funding requests for appropriations when the budget is exceeded at the fund level.

The City of Celina has prepared capital improvement long term plans that provide the framework for our future forecasting for the issuance of debt in addition to the necessity of operations and maintenance. Our priority is to provide long range financial planning to ensure sustainability as well as meeting the service needs and expectations of our citizens. The City currently provides one year approved balanced budget with four years of planning at the operational level utilized internally for forecasting.

The accompanying Annual Comprehensive Financial Report incorporates funds of the City, includes all government activities, organizations, and functions for with the City is financially accountable including its component units. The City's component units are legally separate entities for which the City is financially accountable but are not part of the City's operations.

The City's discretely presented component units are:

- Celina Economic Development Type 4A Sales Tax Corporation (EDC)
- Celina Community Development Type 4B Sales Tax Corporation (CDC)

LOCAL ECONOMY

During the past year, Celina has experienced tremendous growth. The growth is primarily because of new residential developments coming into the City. These new developments will bring a significant number of homes into Celina over the next several years. A total of 9,910 homes have been permitted between 2016 and 2022. The number of single-family construction permits issued during FY 2022 was 1,705. The City leads several North Texas cities, including Frisco, McKinney, Little Elm and Prosper, in issuing single-family construction permits in both FY 2021 and FY 2022. This growth rate will significantly impact the City, the counties, and the school districts.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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During the fiscal year 2022, Celina welcomed Servpro, Honeysuckle Rose Boutique, The Pin Cushion-Celina, Shades of Green, Starbucks, and Terramania, along with 11 other businesses, into Celina. In addition, the City sales tax has increased with the addition of brick-and-mortar establishments and the local demand for online shopping and shop local campaigns. The City recognized a 25% increase in sales tax during FY 2022 compared to FY 2021. With new retail development comes the expectation that sales tax revenue will continue to increase as new commercial entities and homes are built within the City.

Celina's education opportunity recently expanded. Celina ISD opened a new middle school for the 2022-2023 school year. In addition, the CISD has plans to add one elementary school every year for the next few years. The Collin College Celina Campus opened in the fall of 2021, a 75-acre campus with a 96,000-square-foot facility currently designated to accommodate 2,500 students. The Celina Campus also works with Celina ISD and Prosper ISD to offer multiple Dual Credit courses to high school students. Classes are taught on high school campuses, the Celina Campus, and online. The Celina Campus provides greater access to higher education for northwestern Collin County.

FUTURE FORWARD

Retailers continue to eyeball the prime potential development spots along Preston Road and the Dallas North Tollway. Up to 600,000 square feet of retail are looking to join the already expansive list of retailers and restaurateurs, including Costco, a home improvement warehouse, a large national health and fitness gym, a regional grocery superstore, and many others. Soon, more quick-service dining options will come to parcels currently being developed. The sales tax base is set to double over the next five years.

The stretch of the Tollway through Celina has been labeled as a "Healthcare Corridor" due to the announcement of two significant players in the healthcare industry in North Texas. These two hospital systems will immediately ease the desperate need for hospital and emergency treatment.

Methodist Health System was the first major healthcare provider to announce plans to build its newest hospital in Celina. Methodist Celina Medical Center will be a $200-million project on 46.7 acres of land between the Dallas North Tollway and the future Celina Parkway. Methodist plans to break ground during winter 2022, on a five-story, 200,000-square-foot project, with an expected opening date in 2025. This project will initially bring over 220 jobs to Celina.

Scottish Rite for Children has purchased a 76-acre parcel of land at the Dallas North Tollway and the Collin County Outer Loop. This beloved healthcare provider began serving North Texas families in 1921. The Celina site will be their fourth facility on or near the Dallas North Tollway.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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MAJOR INITIATIVES

The City has completed several studies and plans during fiscal year 2022. These plans and initiatives will shape the development of Celina for the next decade.

The list of these accomplishments are as follows:

- ✓ Completed the 2022-2024 Strategic Plan
- ✓ Launched the *Life Connected.* app
- ✓ Implemented Wastewater winter – averaging program
- ✓ Expanded the School Resource Officer Program with CISD to include a Junior Police Academy
- ✓ Established a Special Event Advisory Committee

Public infrastructure improvement projects for the City of Celina, which are funded and contacted by the City, are called Capital Improvement Projects. The following Capital Improvement Projects were completed, started or under design during FY 2022.

- ✓ 6M Water Ground Storage Tank was completed
- ✓ Senior Center at Bobcat Stadium Complex construction kicked off
- ✓ Land acquisitions were completed for future park projects
- ✓ Broke ground on The Law Enforcement Center and Fire Station #3 in September 2022
- ✓ The City started construction on the installation of sewer lines in and around the Downtown Celina area and went under design for Wastewater plant expansions at the Downtown and Legacy Hills Plants
- ✓ Oversized waterlines along Coit Phase 1 and Phase 2, Louisiana Phase 1B, and Celina Road Pump Station Phase 3 are under construction

ACKNOWLEDGMENTS

The preparation of this report would not have been possible without the skill, effort, and dedication of the entire staff of the Finance Department. We wish to thank all government departments for their assistance in providing the data necessary to prepare this report. We would also like to thank the Mayor and City Council for their unfailing support for maintaining the highest standards of professionalism in the management of the City of Celina's finances.

Respectfully submitted,

Robin Bromiley

Robin Bromiley, MSA, CGFO
Director of Finance

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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THE CITY OF CELINA CORE VALUES

EXCELLENCE

- We always do our best
- We embrace innovation and efficiency while remaining good stewards of City resources
- We are accountable and take pride in our work
- We seek opportunities to learn and expand our professional horizons

COMMUNITY

- We are a unified body and work as a team
- When we disagree, we resolve it according to our Core Values
- We value and respect all employees and our customers
- We foster a culture that includes understanding, support, balance and a sense of humor
- We embrace openness, diversity and inclusion

INTEGRITY

- We do the right thing at all times
- We are committed to building and maintaining credibility and trust both internally and externally
- We are accountable in our words and actions
- We question that which may be inconsistent with our Core Values

SERVICE

- We are selfless public servants and believe in helping others
- We treat everyone the way we wish to be treated
- We are caring and empathetic in all we do
- We work to deliver excellent service to all we encounter

25-Year Goal:

Our mission is to preserve our agricultural heritage and flourish as a close-knit, ever-growing Celina family during the explosive and planned growth of our City. We will provide a unique and extraordinary quality of life complemented by a significant array of high-tech and desirable businesses, agritourism assets, unique destinations, and connections.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Life Connected.

WHAT DOES "LIFE CONNECTED" MEAN?

Celina is literally wired for connectivity with highspeed fiber but also encourages personal connections through interconnected trails, open patios, and a thriving City square. Businesses and communities are built on these connections.

Celina brings people together.

BUSINESS SPOTLIGHT VIDEOS

Business Spotlight videos are produce to introduce Celina's small businesses to out community, providing free advertisement opportunities on our Youtube channel and in the monthly Life Connected newsletter

LIFEINCELINATX.COM

Our lifestyle website features sections for Live, Work, Play and Learn activities around Celina.

LIFE IN CELINA PODCAST

The official community podcast of Celina,.On every episode, we celebrate and share the stores behind the amazing people, businesses, and groups that make Celina Home.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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Celina Fast Facts

Updated August 2022

Population

	City Limits	Service Area
Population 2022	30,334	37,765
Population 2026	53,706	64,652

Trade Area: 135,933
2021 Single Family Permits: 2,433
Buildout Population: 380,000



Demographics

Median Age: 37

Education

48% Bachelor's/Grad/Prof Degree
28% Some College
20% High School Graduate

Median Household Income: $124,375
Average Home Value: $583,446

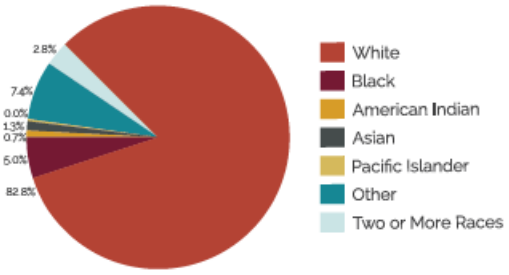
Transportation

Airports

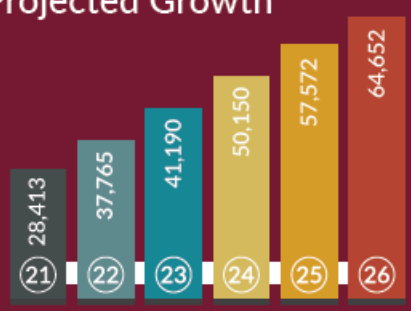
Dallas Love Field Airport – 38.6 Miles/45 Min
DFW Airport – 37.4 Miles/45 Min

Major Highways

N/S: Dallas North Tollway, US 289, FM 1385, FM 2478
E/W: FM 428, FM 455, Outer Loop (Est. comp. 2021-22)



Projected Growth



Education

Celina ISD: 1 high school, 1 middle school, and 3 elementary schools

Prosper ISD (in Celina): 3 elementary schools

Collin College: Celina Campus (open August 2021)

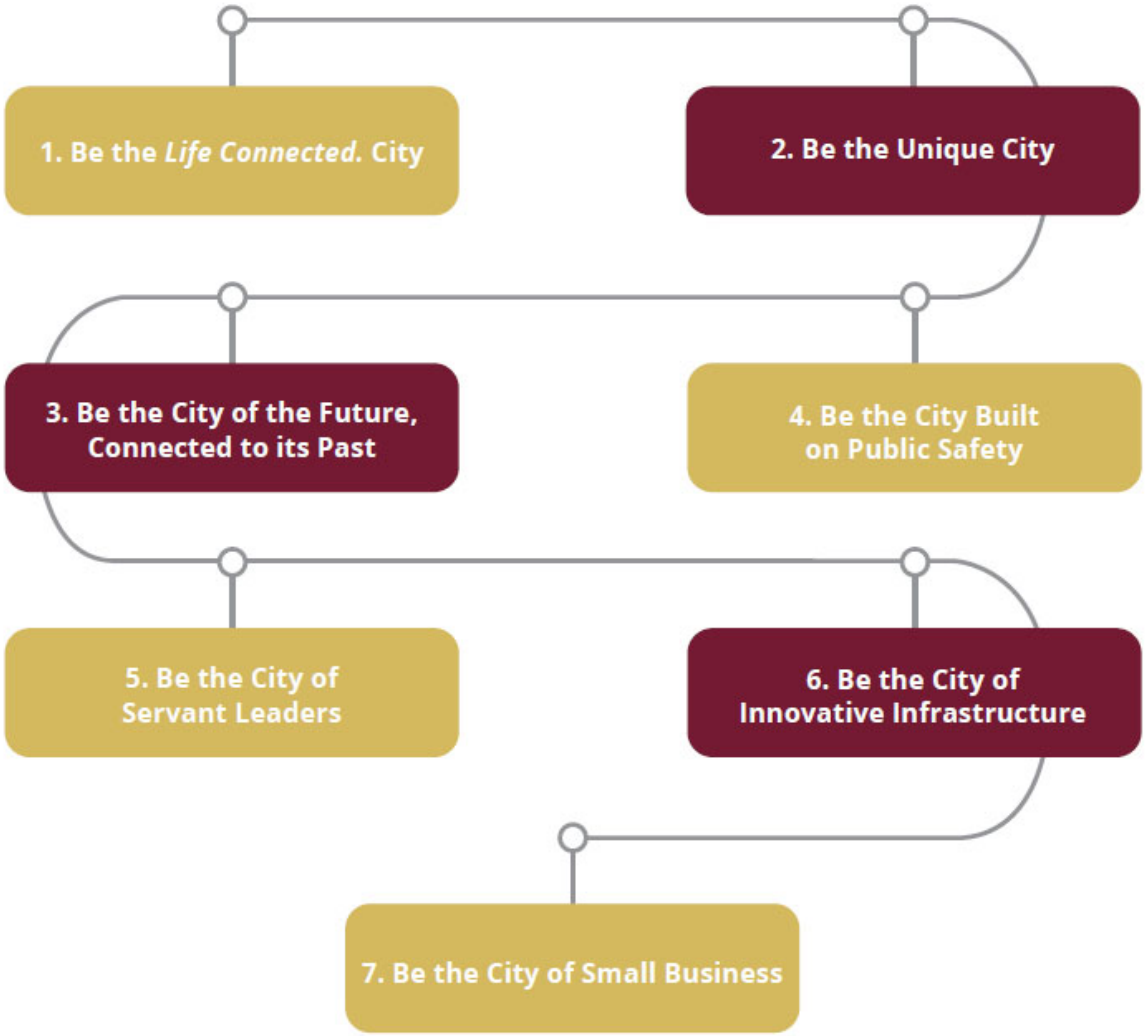
Celina Economic Development Corporation | (972) 382-3455 | info@celinaedc.com

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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Strategic Plan Goals FY 2022-2024

Celina will continue to experience substantial growth over the next several years, and we have a deep understanding that to be truly great, we must make a series of good and strategic decisions, which are consistent with our Core Values. Our efforts and resources will be focused on goals that reflect reputable drivers, City strengths, and City opportunities.



Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
GFOA Certificate of Achievement

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Celina
Texas

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

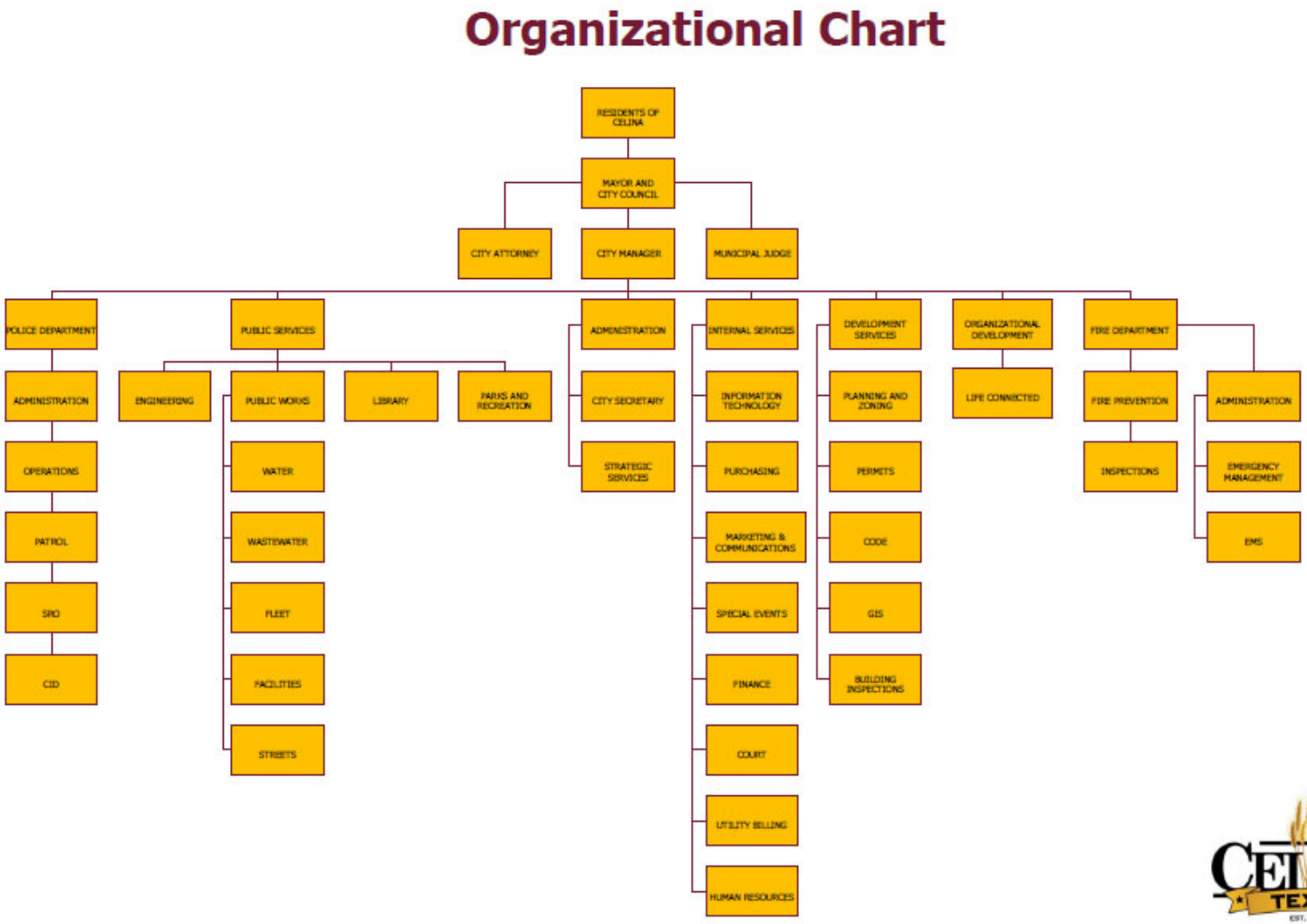
September 30, 2021

Christopher P. Morrill

Executive Director/CEO

City of Celina, Texas

Organizational Chart



CELINA TEXAS EST. 1876

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Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Financial Section

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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FORVIS

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Independent Auditor's Report

Members of the City Council
City of Celina, Texas
Celina, Texas

Report on Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Celina (City), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City as of September 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Governmental Auditing Standards*). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in *Notes 1 and 5* to the financial statements, in fiscal year 2022, the City adopted Governmental Accounting Standards Board (GASB) Statement No. 87, *Leases*. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

FORVIS is a trademark of FORVIS, LLP, registration of which is pending with the U.S. Patent and Trademark Office

PRAXITY™ Empowering Business Globally

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, pension and other postemployment benefit information as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The supplementary information including the combining and individual fund financial statements and schedules as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining and individual fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual comprehensive annual report. The other information comprises the introductory and statistical sections as listed in the table of contents but does not include the financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we also have issued our report dated March 6, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

FORVIS, LLP

Dallas, Texas
March 6, 2023

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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Management's Discussion and Analysis

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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City of Celina, Texas
Management's Discussion and Analysis
September 30, 2022

Management's discussion and analysis provides a narrative overview of the financial activities and changes in the financial position of the City of Celina, Texas (the City), for the fiscal year ended September 30, 2022. It is offered here by the management of the City to the readers of its financial statements. Readers are encouraged to consider the information presented here in conjunction with the information furnished in our letter of transmittal in the introductory section and the City's financial statements and accompanying notes.

FINANCIAL HIGHLIGHTS

- The capital assets represent the City's investment in infrastructure, which increased this fiscal year by $88.93 million. Of this amount, governmental activities increased $32.96 million, bringing net capital assets to $186.0 million. The Business-type activities grew $55.97 million to a total net capital asset of $191.45 million.

- The City's total net position increased by $79.13 million during the fiscal year.

- The City's total amount of outstanding debt is $272.95 million, an increase of $56.47 million due to issuance in the current year of general obligation bonds.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of four parts; management's discussion and analysis (this section), basic financial statements, required supplementary information, and combining statements for nonmajor governmental funds.

The basic financial statements include two kinds of statements that present different views of the City:

- The first two statements are Government-Wide Financial Statements that provide information about both the short-term and long-term financial status of the City as a whole.

- The remaining statements are Fund Financial Statements that focus on individual parts of the City's government, reporting the City's operations in more detail than the Government-Wide statements.

    - The Governmental Fund Statements take a short-term view and demonstrate how general government services like public safety were financed during the fiscal year.

    - The Proprietary Fund Statements offer both short-term and long-term financial information about the activities the government operates like businesses, such as the water and wastewater system.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Management's Discussion and Analysis
September 30, 2022

The financial statements also include notes that explain information in the financial statements and provide more detailed data. The statements are followed by a section of required supplementary information that further explains and supports the information in the financial statements. In addition to these required elements, we have included a section with combining statements that provide details about our nonmajor governmental funds, each added together and presented in single columns in the basic financial statements.

Government-Wide Financial Statements. The government-wide financial statements include the Statement of Net Position and the Statement of Activities. These statements are designed to provide readers with a broad overview of the City's finances in a manner similar to a private-sector business. Both are prepared using the economic resources focus and the accrual basis of accounting, meaning that all the current year's revenues and expenses are included regardless of when cash is received or paid.

Statement of Net Position. The Statement of Net Position presents information on the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources including capital assets and long-term obligations. The difference between the four is reported as net position. Over time, the increases or decreases in net position may serve as a valuable indicator of whether the City's financial position is improving or deteriorating. Other indicators of the City's financial position should be taken into consideration, such as the change in the City's property tax base and condition of the City's infrastructure (i.e., roads, drainage systems, water and sewer lines, etc.), in order to more accurately assess the overall financial condition of the City.

The Statement of Activities presents information showing how the City's net position changed during the most recent fiscal year. It focuses on both the gross and net costs of the government's various activities and thus summarizes the cost of providing specific government services. This statement includes all current year revenues and expenses.

The Statement of Net Position and the Statement of Activities divide the City's activities into two types:

- *Governmental Activities*. Most of the City's basic services are reported here, including general government, police and fire protection, municipal court, streets, park and recreational activities, cultural events, and library. Property taxes, sales taxes, franchise taxes, and building permits provide the majority of the revenue for these activities.

- *Business-Type Activities*. Activities for which the City charges customers a fee to pay most or all of the costs of a service it provides are reported here. The City's business-type activities include water distribution/ wastewater collection, solid waste collection/ disposal, and stormwater drainage.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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Fund Financial Statements. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. These statements focus on the most significant funds and may be used to find more detailed information about the City's most significant activities. The funds of the City can be divided into two categories: governmental funds and proprietary funds.

- ***Governmental Funds.*** Governmental funds are used to account for the majority of the City's activities, which are essentially the same functions reported as governmental activities in the government-wide statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

  The focus of the governmental funds' financial statements is narrower than that of the government-wide financial statements. Therefore, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds' Balance Sheet and the governmental funds' Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison. These reconciliations explain the differences between the government's activities as reported in the government-wide statements and the information presented in the governmental funds' financial statements.

  The City reports twenty-two individual governmental funds. Major funds are presented separately in the governmental funds' Balance Sheet and in the governmental funds' Statement of Revenues, Expenditures, and Changes in Fund Balances and include the General Fund, the Debt Service Fund, the Street Construction Fund, Parkland Feeds Fund, and the Bond Fund. Data for the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of the nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

  Proprietary Funds. The City charges customers directly for certain services it provides. These services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the statement of net position and the statement of activities. The City's enterprise funds (a fund type of proprietary funds) are identical to the business-type activities reported in the government-wide statements. Still, enterprise fund financial statements provide more detail and additional information, such as cash flows.

  The City of Celina maintains one individual enterprise fund. The City uses this fund to account for its water and sewer, storm drainage, and environmental services.

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Notes to the Financial Statements. The notes provide additional information that is essential to gain a complete understanding of the data provided in the government-wide and fund financial statements.

Other Information. In addition to the basic financial statements and accompanying notes, this report presents certain required supplementary information (RSI) concerning the City's progress in funding its obligation to provide pension benefits and other post-employment benefits to the employees.

The combining statements referred to earlier in connection with nonmajor governmental funds are presented immediately following the required supplementary information on pensions.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

At the end of the fiscal year 2022, the City's net position (assets and deferred outflows of resources exceeding liabilities and deferred inflows of resources) totaled $311.37 million. Total assets of the City on September 30, 2022 were $642.16 million, deferred outflows of resources were $972K, total liabilities were $328.12 million, and deferred inflows of resources were $3.65 million resulting in a net position balance of $311.37 million, a 34.1% increase over the previous year. This analysis focuses on the net position and changes in net position.

Net Position. The largest portion of the City's net position, $192.5 million, reflects its investment in capital assets (land and improvements, buildings, infrastructure, vehicles, machinery, and equipment), less any related outstanding debt used to acquire those assets. The City uses these assets to provide services to its citizens; consequently, these assets are not available for future spending. Although the City reports its capital assets net of related debt, the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

Restricted portion of the City's net position, $19.4 million are subject to external restrictions on how they may be used. The City's unrestricted net position is $99.43 million, which may be used to meet the City's future obligations.

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Table 1
City of Celina Net Position

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Assets						
Current and other assets	$ 142,508,774	$ 105,364,045	$ 122,204,835	$ 86,897,738	$ 264,713,609	$ 192,261,783
Capital assets, net	186,001,110	153,043,680	191,449,111	135,476,249	377,450,221	288,519,929
Total assets	328,509,884	258,407,725	313,653,946	222,373,987	642,163,830	480,781,712
Deferred Outflows of Resources	848,378	707,981	124,162	96,883	972,540	804,864
Liabilities						
Other liabilities	12,940,953	8,193,487	30,285,283	6,838,985	43,226,236	15,032,472
Long-term obligations	151,576,991	124,960,401	133,315,169	109,009,280	284,892,160	233,969,681
Total liabilities	164,517,944	133,153,888	163,600,452	115,848,265	328,118,396	249,002,153
Deferred Inflows of Resources	3,531,845	296,707	117,332	48,171	3,649,177	344,878
Net Position						
Net investment in capital assets	102,946,241	83,742,420	89,549,445	55,835,300	192,495,686	139,577,720
Restricted	19,290,037	13,176,802	152,009	56,065	19,442,046	13,232,867
Unrestricted	39,072,195	28,745,889	60,358,870	50,683,069	99,431,065	79,428,958
Total net position	$ 161,308,473	$ 125,665,111	$ 150,060,324	$ 106,574,434	$ 311,368,797	$ 232,239,545

Changes in Net Position. The government's overall net position increased $79.13 million over the prior fiscal year. The reasons for the overall increase are discussed in the following sections for governmental activities and business-type activities.

Government activities increased the City's net position by $35.64 million from the prior year. This was due in part to an increase in ad valorem tax revenues, building permit revenues, and capital contributions. Key revenue and expense transactions are as follows:

- Net Investment in Capital Assets increased by $19.20 million. The represents the capital assets less the liabilities of infrastructure added to the City's governmental capital assets.

- Unrestricted Net Position increased $10.33 million. The unrestricted balances include operating costs and funding for future capital projects. In addition, $15.33 million is committed to capital projects and restricted fees to fund the projects.

- General government expenses increased approximately $4.24 million over last year. This was anticipated due to the demands on service from the additional housing developments and consequently more residents moving to the City. Administration, fire, police, and development services had the largest increases in 2022. Interest expense also increased as additional debt has been issued to keep up with growth.

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Business-type activities increased net position by $43.49 million. Key elements to the change in net position are as follows:

- The City received $22.2 million in capital contributions from developers in the form of new water, drainage, and sewer lines.

- The City collected $10.05 million in impact fees and capital recovery fees for future water and wastewater infrastructure updates.

- Net Investment in Capital Assets increased by $33.71 million. The represents the capital assets less the liabilities of infrastructure added to the utility.

- Unrestricted Net Position increased $9.68 million. The unrestricted balances include operating costs and funding for future capital projects. In addition, $30.3 million is committed to the Utility Impact Fee projects, Storm-water Drainage projects, Water Capital Recovery projects, and Wastewater Capital Recovery fee projects.

Water sales increased by $4.90 million over the previous fiscal year. This increase was due to increased customers and water consumption over the years. The City has not passed the increased costs from Upper Trinity to the residents. The water rates have not risen since January 2020. The City's water customers grew by approximately 1,469 in 2022, a 14.75% increase from the prior year. Simultaneously, the cost for water, sewer treatment, certificate of convenience and necessity service areas (CCN), and new meter installation increased 34.03% over last year.

- Expenses increased by 12.38% due mainly to the $1.63 million increased water purchasing cost, $576,937 increase in garbage collection cost, and $515,571 in personnel expenses to keep up with increased service demands.

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City of Celina, Texas
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Table 2
City of Celina
Change in Net Position

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Program Revenues						
Charges for services	$ 32,332,998	$ 25,842,056	$ 43,119,619	$ 41,304,183	$ 75,452,617	$ 67,146,239
Operating grants/contributions	2,347,930	3,636,696	-	-	2,347,930	3,636,696
Capital grants/contributions	10,081,541	19,822,044	22,459,804	13,904,905	32,541,345	33,726,949
General revenues:						
Ad valorem taxes	16,242,263	12,892,450	-	-	16,242,263	12,892,450
Sales taxes	3,213,081	2,652,260	-	-	3,213,081	2,652,260
Franchise taxes	783,188	602,037	-	-	783,188	602,037
Other	4,868,692	8,714,771	776,837	333,097	5,645,529	9,047,868
Total program revenues	69,869,693	74,162,314	66,356,260	55,542,185	136,225,953	129,704,499
Expenses						
Administration	6,478,575	5,295,666	-	-	6,478,575	5,295,666
Judicial	193,302	204,724	-	-	193,302	204,724
Fire and emergency services	6,620,651	5,912,755	-	-	6,620,651	5,912,755
Development services	8,535,165	7,529,485	-	-	8,535,165	7,529,485
Public works	2,097,180	2,636,498	-	-	2,097,180	2,636,498
Police department	5,178,526	4,627,454	-	-	5,178,526	4,627,454
Parks and recreation	1,883,123	1,886,673	-	-	1,883,123	1,886,673
Library	317,775	244,058	-	-	317,775	244,058
Infrastructure	-	-	-	-	-	-
Main street project	36,325	75,898	-	-	36,325	75,898
Interest and fiscal charges	3,634,414	2,320,902	-	-	3,634,414	22,197,213
Water, sewer and sanitation services	-	-	22,337,443	19,876,311	22,337,443	19,876,311
Total expenses	34,975,036	30,734,113	22,337,443	19,876,311	57,312,479	50,610,424
Excess before transfers	34,894,657	43,428,201	44,018,817	35,665,874	78,913,474	79,094,075
Transfers	748,705	334,103	(748,705)	(334,103)	-	-
Change in Net Position	35,643,362	43,762,304	43,485,890	35,331,771	79,129,252	79,094,075
Net Position, Beginning of Year	125,665,111	81,902,807	106,574,434	71,242,663	232,239,545	153,145,470
Net Position, End of Year	$ 161,308,473	$ 125,665,111	$ 150,060,324	$ 106,574,434	$ 311,368,797	$ 232,239,545

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FINANCIAL ANALYSIS OF THE FUNDS

The focus of the City's funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information helps assess the City's financing requirements. In particular, the unassigned fund balance in the governmental funds may serve as a useful measure of the City's net resources available for spending at the end of the fiscal year.

Governmental Funds. Governmental funds had an increase in fund balance of $34.09 million:

- **General Fund** – The General Fund is the primary operating fund of the City. The fund balance is $23.46 million, representing an increase of $6.90 million from the previous year. The General Fund revenues had a healthy increase due to increased development and growth of the City. Permits and inspection fees had an increase of $1.28 million over the prior year. Sales tax revenue also recognized an increase of $561 thousand. The General Fund's overall expenditures increased 16% last year, approximately $3.59 million, from $22.4 million to $26.0 million. The increase was attributable to rising demands of service amongst the majority of the departments such as Library by 22%, and Police by 18% and Fire by 15%.

- **Debt Fund** – The Debt Fund's fund balance decreased $197,952 due to the increased debt payments over the prior year. The ending fund balance is $1.97 million.

- **Street Construction Fund** – The Street Construction Fund's fund balance decreased $91 thousand in the current fiscal year due to $1.1 million expended on capital assets offset by a transfer in of $1 million.

- **Parkland Fee Fund** – The Parkland Fee Fund accounts for the financing and acquisition of major capital park projects. The City received this year $4.19 million in revenue from park fees. The City spent $1.98 million on capital assets which resulted in ending fund balance of $6.83 million.

- **Bond Fund** – The Bond Fund's fund balance increased $16.8 million primarily due to $31.27 million of new bonds issued during 2022. This issuance was offset by $18.4 million expended on capital assets during the current year and remaining bond proceeds will be spent in future years on capital projects. The ending fund balance is $70.23 million.

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Business-Type Activities:

- **Water Wastewater Fund** – The fund had a change in net position of $43.49 million, including operating income of $24.74 million, less non-operating expenditures of $2.75 million, plus capital contributions of $22.24 million, less transfers out of $749,705. The net income includes the combination of ten separate utility operating funds. These are separated internally to allow for proper control and accountability to ensure the funds' disposition meets statutory requirements. For example, Impact fees and Capital Recovery Fees, both of which earned substantial revenues this year, are managed through separate funds but combined within the operating portion of this fund for financial statement purposes.

BUDGETARY HIGHLIGHTS

In the fiscal year 2021-2022, the General Fund expenditure budget was increased by $7.20 million over the 2020-2021 budget. During the fiscal year, budget amendments increased the original revenue budget by $615,578 and increased the expenditure budget by $1.06 million. Amendments were for building permits, new Interlocal agreements, and unanticipated expenditures during the year. During the fiscal year, the City regularly reviews the budget and determines if a budget amendment is reasonable and necessary. All budget amendments receive scrutiny and City Council approval through an amended ordinance.

In the General Fund, the actual revenue received in comparison to the final budget was over by $8.87 million. This positive variance is most noticeable in permit and inspection fees and sales tax revenue. General Fund expenditures had a final budget to actual variance of $3.91 million prior to other financing sources/uses. The savings between actual and amended expenditures is due to some projects that didn't start on time or were canceled. The projects /capital items that weren't able to be completed in FY 2022 have been included in the FY 2023 budget. Also, during the last part of the year, many materials and supplies were delayed due to shipping and manufacturing issues.

The City used a portion of the excess General Fund balance to continue to fund $1 million to the Street Construction fund, $500,000 to the Economic Stabilization fund, and $849,624 to the Capital Equipment Replacement fund. The City also continued to transfer money from the Water/Wastewater funds to a vehicle and equipment repair fund in the amount of $332,134. Additional information on the City's budgeted transfers in *Note 12* to the financial statements.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets: The City's investment in capital assets for its governmental and business-type activities as of September 30, 2022, amounts to $377.45 million (net of accumulated depreciation), as shown in the table below. This investment in capital assets includes land, buildings, improvements, vehicles, machinery and equipment, infrastructure, and construction in progress. Additional information on the City's capital assets can be found in *Note 6* to the financial statements.

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Some of the items completed during the fiscal year include:

- $783 thousand for CR 83/Ownsby Parkway improvements
- $853 thousand for various drainage projects
- $916 thousand for Punk Carter Parkway improvements
- $1.11 million for CR 99 water line
- $3.14 million for Choate Parkway improvements
- $3.26 million for Coit Road water lines
- $34.54 million in infrastructure is related to developers' contribution

	Governmental Activities		Business-type Activities		Totals	
	2022	2021	2022	2021	2022	2021
Land	$ 33,541,714	$ 25,526,319	$ 7,950,893	$ 3,264,576	$ 41,492,607	$ 28,790,895
Buildings	17,668,636	17,533,708	11,489	12,583	17,680,125	17,546,291
Parks	9,289,393	9,484,084	-	-	9,289,393	9,484,084
Infrastructure	78,568,062	63,919,231	145,562,026	121,782,824	224,130,088	185,702,055
Vehicles, machinery and equipment	5,611,461	6,515,952	1,872,457	1,415,298	7,483,918	7,931,250
Construction in progress	41,321,844	30,064,386	36,052,246	9,000,968	77,374,090	39,065,354
Total capital assets, net	$ 186,001,110	$ 153,043,680	$ 191,449,111	$ 135,476,249	$ 377,450,221	$ 288,519,929

Long-term Debt: At the end of the current fiscal year, the City of Celina had total bonded debt outstanding of $272.9 million, as shown. Of this amount, $262.55 million represents tax-supported bonds, and $10.39 million represents self-supported bonds. The $56.46 million increase in debt is for numerous upcoming projects such as a public safety, parks and recreation, and municipal administration facilities. Also, for building a downtown community parking lot, and land purchases. This is in addition to the streets, drainage, water and sewer infrastructure to keep up with the projected growth explosion.

	Governmental Activities		Business-type Activities		Totals	
	2022	2021	2022	2021	2022	2021
General obligation bonds	$ 10,010,000	$ 10,860,000	$ 380,000	$ 845,000	$ 10,390,000	$ 11,705,000
Certificates of obligation	133,215,000	103,695,000	129,340,000	101,080,000	262,555,000	204,775,000
Total bonds payable	$ 143,225,000	$ 114,555,000	$ 129,720,000	$ 101,925,000	$ 272,945,000	$ 216,480,000

In fiscal year 2022, The City issued Tax and Waterworks and Sewer System Revenue Certificates of Obligation, Series 2022 in the amount of $62,550,000. $32.275 million was allocated to the general government for streets, parks and public safety and $32.275 million was allocated to the water and sewer to finance the cost of improving the City's waterworks and sewer system.

Additional information on the City's long-term debt can be found in *Note 7* to the financial statements.

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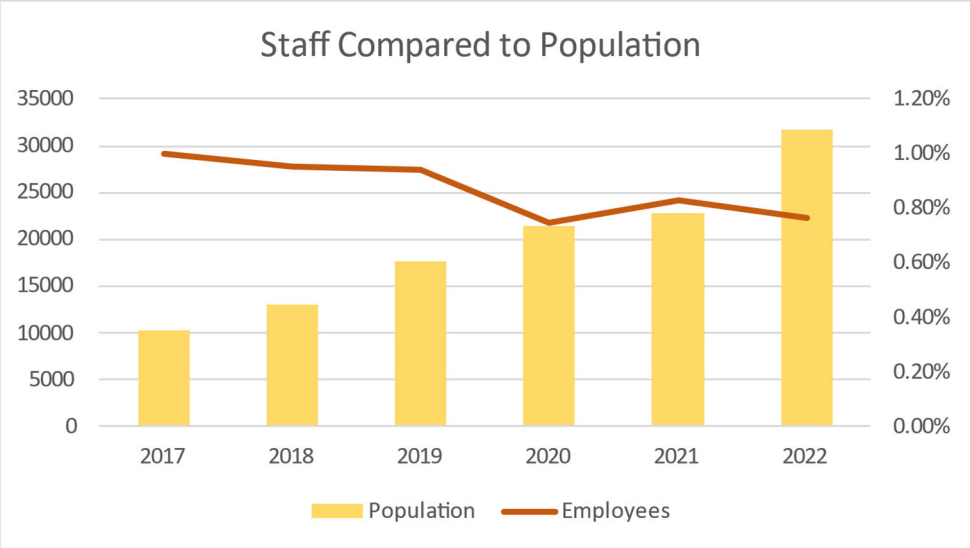
ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

In the fiscal year 2022-2023 budget, the City's goal has been to successfully provide the City Council with a collaborative budget that includes departmental participation to balance the budget collectively. The following revenues and expenditures were essential components of the budget. The City of Celina continues to see strong population and economic growth. In the last eleven years, the population has grown from 6,028 in 2011 to 31,796 in 2022. The leading driver of the City's population growth is a strong local housing market.

Property Taxes. According to the Collin and Denton County Central Appraisal District (DCAD), the certified taxable value after the homesteads with tax ceiling is estimated with appraisal review board grand totals is $4,137,390,503. This value is 49.6% or $1.371 billion more in assessed valuation than the 2021 adjusted taxable value (as of 07/25/2022). Of this increase, $706 million is attributable to new taxable values added to the tax roll, including improvements and personal property.

Building Permits Growth. Besides property taxes, a major source of revenue for the City originates from licenses and permits. These revenues are generated for services rendered and user fees charged for permits, construction inspection fees, fire/ems and police fees, and other related services. In 2023, a budget of $10,025,000 has been adopted, which is a $3,000 increase over the adopted 2022 budget. The City issued 1,705 building permits in FY 2022 and anticipates matching or surpassing that in FY 2023.

Staffing. The City's population growth has increased at an average pace of 208% over the last six years. As a result, within the FY 2022-2023 budget, eighteen new, full-time equivalent positions were included to assist the departments in keeping with the service level demands. The new personnel, including compensation and benefits, cost $1.55 million.



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Capital Projects. The following is a list of some of the significant projects that the Engineering Department has slated to start or continue construction in the upcoming fiscal year:

- Law Enforcement Center construction
- Fire Station No. 3 construction
- Preston Road Lighting – Phase II
- Senior Center construction
- Legacy Hills Water Reclamation Plant
- Coit Waterline construction

Fund Balance and Reserve. By ordinance, the City is required to maintain 25% of annual operating expenses, equal to a 90 days reserve, as a balance in the governmental fund account. Revenues from property taxes to pay for services are typically delayed due to the timing of new growth showing up on the tax rolls resulting in cost for new growth to be paid immediately, while the revenues follow a year later.

The City's proprietary fund, Water Wastewater Fund, practices a reserve of 40%, or 146 days, of working capital. The primary source of revenue is generated by water sales dependent on rate and consumption by customers, while cost is at a 'pay as you go.' This sole source revenue creates the need for a higher fund balance reserve. The reserve is designed to smooth out the low seasonal sales common in the winter months and even the occasional Texas 'wet' summers in an effort to keep rate increases at a minimum.

The 40% reserve is applicable to actual operating expenditures and excludes funds received that are dedicated to capital projects or have restrictions. For both funds, the City monitors the fund balances as a good fund balance is attractive to rating agencies in evaluating a city's financial health.

Contacting the City's Financial Management:

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. Questions concerning this report or need for additional information, including financial information for the City's two component units, should be addressed to Robin Bromiley, Director of Finance, by phone at (972) 382-2682 or by e-mail at rbromiley@celina-tx.gov.

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Basic Financial Statements

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Life Connected.

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Government-wide Financial Statements

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City of Celina, Texas
Statement of Net Position
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	Primary Government			Component Units	
	Governmental Activities	Business-type Activities	Total	Economic Development Corporation	Community Development Corporation
Assets					
Cash and cash equivalents	$ 135,851,413	$ 78,042,287	$ 213,893,700	$ 2,540,312	$ 2,007,194
Property taxes receivable, net	212,650	-	212,650	-	-
Sales tax receivable	651,288	-	651,288	325,644	325,644
Accounts receivable, net	176,229	3,509,320	3,685,549	-	-
Other receivables	868,201	750,000	1,618,201	-	-
Lease receivable	2,879,425	-	2,879,425	-	-
Inventory	6,644	675,896	682,540	-	-
Prepaid items	929,147	1,792	930,939	-	-
Net pension asset	933,777	152,009	1,085,786	-	-
Restricted assets					
Cash and cash equivalents	-	39,073,531	39,073,531	-	-
Capital assets					
Land	33,541,714	7,950,893	41,492,607	-	-
Construction in progress	41,321,844	36,052,246	77,374,090	-	-
Capital assets, net	111,137,552	147,445,972	258,583,524	-	-
Total assets	328,509,884	313,653,946	642,163,830	2,865,956	2,332,838
Deferred Outflows of Resources					
Deferred loss on refunding	88,463	-	88,463	-	-
Deferred pension outflows	699,349	113,847	813,196	-	-
Deferred OPEB outflows	60,566	10,315	70,881	-	-
Total deferred outflows of resources	848,378	124,162	972,540	-	-
Liabilities					
Accounts payable	5,854,019	5,552,335	11,406,354	49,987	-
Accrued salaries and benefits	293,635	37,899	331,534	32,286	-
Accrued interest	411,897	427,848	839,745	-	-
Accrued expenses	-	119,287	119,287	-	-
Unearned revenue	346,544	3,830,867	4,177,411	-	-
Meter deposits payable	-	1,953,555	1,953,555	-	-
PID Assessments	-	179,769	179,769	-	-
Escrow deposits	1,092,915	10,400,000	11,492,915	-	-
Payable from restricted assets					
Accounts payable for capital projects	-	1,193,845	1,193,845	-	-
Long-term liabilities					
Due within one year					
Compensated absences	298,580	22,599	321,179	-	-
Bonds payable	4,643,363	6,341,805	10,985,168	-	-
Note payable	-	225,474	225,474	80,223	-
Due in more than one year					
Total OPEB liability	200,029	35,299	235,328	-	-
Compensated absences	895,740	67,797	963,537	-	-
Note payable	-	474,577	474,577	216,458	-
Bonds payable	150,481,222	132,737,496	283,218,718	-	-
Total liabilities	164,517,944	163,600,452	328,118,396	378,954	-
Deferred Inflows of Resources					
Lease related	2,812,650	-	2,812,650	-	-
Deferred pension inflows	691,139	112,512	803,651	-	-
Deferred OPEB inflows	28,056	4,820	32,876	-	-
Total deferred inflows of resources	3,531,845	117,332	3,649,177	-	-
Net Position					
Net investment in capital assets	102,946,241	89,549,445	192,495,686	-	-
Restricted for net pension asset	933,777	152,009	1,085,786	-	-
Restricted for debt service	1,968,883	-	1,968,883	-	-
Restricted for capital projects	15,327,498	-	15,327,498	-	-
Restricted for law enforcement	120,031	-	120,031	-	-
Restricted for courts	148,846	-	148,846	-	-
Restricted for PEG	68,964	-	68,964	-	-
Restricted for hotel	23,665	-	23,665	-	-
Restricted for technology	698,373	-	698,373	-	-
Restricted for economic development	-	-	-	2,487,002	2,332,838
Unrestricted	39,072,195	60,358,870	99,431,065	-	-
Total net position	$ 161,308,473	$ 150,060,324	$ 311,368,797	$ 2,487,002	$ 2,332,838

The accompanying notes are an integral part of these financial statements.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Statement of Activities
Year Ended September 30, 2022

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government				
Governmental Activities				
Administration	$ 6,478,575	$ -	$ -	$ -
Judicial	193,302	-	-	-
Fire and emergency services	6,620,651	2,575,378	25,521	-
Development services	8,535,165	7,243,376	-	-
Public works	2,097,180	17,466,229	-	-
Police department	5,178,526	202,281	72,409	-
Parks and recreation	1,883,123	4,845,734	2,250,000	-
Library	317,775	-	-	-
Infrastructure	-	-	-	10,081,541
Main Street project	36,325	-	-	-
Interest and fiscal charges	3,634,414	-	-	-
Total governmental activities	34,975,036	32,332,998	2,347,930	10,081,541
Business-type Activities				
Water and sewer services	22,337,443	43,119,619	-	22,459,804
Total Business-type Activities	22,337,443	43,119,619	-	22,459,804
Total Primary Government	$ 57,312,479	$ 75,452,617	$ 2,347,930	$ 32,541,345
Component Units				
Celina Economic Development Corp	$ 763,150	$ -	$ -	$ -
Celina Community Development Corp	2,250,000	-	-	-
Total component units	$ 3,013,150	$ -	$ -	$ -
General Revenues				
Ad valorem tax				
Sales tax				
Franchise tax				
Miscellaneous				
Unrestricted investment earnings				
Grants not restricted to specific programs				
Transfers				
Total General Revenues and Transfers				
Change in Net Position				
Net Position, Beginning of Year				
Net Position, End of Year				

The accompanying notes are an integral part of these financial statements.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Statement of Activities
Year Ended September 30, 2022 (Continued)

Net (Expense) Revenue and Changes in Net Position			Component Units	
Governmental Activities	Business-type Activities	Total	Economic Development Corporation	Community Development Corporation
$ (6,478,575)	$ -	$ (6,478,575)	$ -	$ -
(193,302)	-	(193,302)	-	-
(4,019,752)	-	(4,019,752)	-	-
(1,291,789)	-	(1,291,789)	-	-
15,369,049	-	15,369,049	-	-
(4,903,836)	-	(4,903,836)	-	-
5,212,611	-	5,212,611	-	-
(317,775)	-	(317,775)	-	-
10,081,541	-	10,081,541	-	-
(36,325)	-	(36,325)	-	-
(3,634,414)	-	(3,634,414)	-	-
9,787,433	-	9,787,433	-	
-	43,241,980	43,241,980	-	
-	43,241,980	43,241,980	-	
$ 9,787,433	$ 43,241,980	$ 53,029,413	$ -	
$ -	$ -	$ -	$ (763,150)	$ -
-	-	-	-	(2,250,000)
$ -	$ -	$ -	$ (763,150)	$ (2,250,000)
$ 16,242,263	$ -	$ 16,242,263	$ -	$ -
3,213,081	-	3,213,081	1,774,943	1,774,943
783,188	-	783,188	-	-
3,951,136	-	3,951,136	3,000	-
917,556	776,837	1,694,393	41,641	16,812
-	215,778	215,778	-	-
748,705	(748,705)	-	-	-
25,855,929	243,910	26,099,839	1,819,584	1,791,755
35,643,362	43,485,890	79,129,252	1,056,434	(458,245)
125,665,111	106,574,434	232,239,545	1,430,568	2,791,083
$ 161,308,473	$ 150,060,324	$ 311,368,797	$ 2,487,002	$ 2,332,838

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Balance Sheet – Governmental Funds
September 30, 2022

	General Fund	Debt Service Fund	Street Construction Fund	Parkland Fees Fund	Bond Fund	Other Governmental Funds	Total Governmental Funds
Assets							
Cash and cash equivalents	$ 26,806,810	$ 1,963,623	$ 1,908,440	$ 6,861,661	$ 71,510,561	$ 26,800,318	$ 135,851,413
Sales taxes receivable	651,288	-	-	-	-	-	651,288
Property taxes receivable, net	142,876	69,774	-	-	-	-	212,650
EMS receivable, net	176,229	-	-	-	-	-	176,229
Other receivables	619,829	-	-	-	7,518	240,854	868,201
Lease receivable	-	-	-	-	-	2,879,425	2,879,425
Inventory	6,644	-	-	-	-	-	6,644
Prepaid items	34,537	-	-	-	873,057	21,553	929,147
Total assets	$ 28,438,213	$ 2,033,397	$ 1,908,440	$ 6,861,661	$ 72,391,136	$ 29,942,150	$ 141,574,997
Liabilities							
Accounts payable	$ 3,022,210	$ -	$ 50,392	$ 26,699	$ 2,008,007	$ 591,101	$ 5,698,409
Retainage payable	-	-	-	-	155,610	-	155,610
Accrued salaries and benefits	293,635	-	-	-	-	-	293,635
Escrowed funds	1,092,915	-	-	-	-	-	1,092,915
Unearned revenue	346,544	-	-	-	-	-	346,544
Total liabilities	4,755,304	-	50,392	26,699	2,163,617	591,101	7,587,113
Deferred Inflows of Resources							
Lease related	-	-	-	-	-	2,812,650	2,812,650
Unavailable revenue	220,578	64,514	-	-	-	-	285,092
Total deferred inflows of resources	220,578	64,514	-	-	-	2,812,650	3,097,742
Fund Balances							
Nonspendable							
Prepaids and inventory	41,181	-	-	-	873,057	21,553	935,791
Restricted							
Capital projects	-	-	1,858,048	-	69,354,462	16,251,851	87,464,361
Debt service	-	1,968,883	-	-	-	-	1,968,883
Law enforcement	-	-	-	-	-	120,031	120,031
Courts	-	-	-	-	-	148,846	148,846
PEG	-	-	-	-	-	68,964	68,964
Hotel	-	-	-	-	-	23,665	23,665
Technology	-	-	-	-	-	698,373	698,373
Assigned for use in specific funds	-	-	-	6,834,962	-	9,205,116	16,040,078
Unassigned	23,421,150	-	-	-	-	-	23,421,150
Total fund balances	23,462,331	1,968,883	1,858,048	6,834,962	70,227,519	26,538,399	130,890,142
Total liabilities, deferred inflows of resources, and fund balances	$ 28,438,213	$ 2,033,397	$ 1,908,440	$ 6,861,661	$ 72,391,136	$ 29,942,150	$ 141,574,997

The accompanying notes are an integral part of these financial statements.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Reconciliation of the Governmental Fund Balance Sheet
To the Statement of Net Position
September 30, 2022

Fund balances of governmental funds	$ 130,890,142
Amounts presented for governmental activities in the statement of net position are different because:	
Capital assets reported in the statement of net position are not financial resources and are not reported in the fund balance sheet.	186,001,110
Receivables not measurable and available within 60 days of year-end, and therefore are unavailable in the fund financial statements.	285,092
Net pension asset $933,777, the related deferred outflows of resources $699,349, and the related deferred inflows of resources ($691,139) are not available to pay current-period expenditures and therefore are not recorded in the funds.	941,987
Total OPEB liability ($200,029), the related deferred outflows of resources $60,566, and the related deferred inflows of resources ($28,056) are not due and payable in the current period and therefore are not recorded in the funds.	(167,519)
Interest due on long-term debt is recorded as accrued interest payable in the statement of net position but does not become a liability on the fund statements until the date due	(411,897)
Long-term liabilities, including related deferred loss on refundings, are reported in the statement of net position but they are not due and payable or consume net position in the current period and; therefore, are not reported in the fund balance sheet	(156,230,442)
Net position of governmental activities	$ 161,308,473

The accompanying notes are an integral part of these financial statements.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas

Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds

Year Ended September 30, 2022

	General Fund	Debt Service	Street Construction	Parkland Fees Fund	Bond Fund	Other Governmental	Total Governmental
Revenues							
Ad valorem taxes	$ 9,780,588	$ 6,428,145	$ -	$ -	$ -	$ -	$ 16,208,733
Franchise fees	783,188	-	-	-	-	-	783,188
Sales tax	3,213,081	-	-	-	-	-	3,213,081
Permits and inspection fees	17,466,229	-	-	-	-	-	17,466,229
Development fees	865,154	-	-	-	-	-	865,154
Developer contributions	103,646	-	-	-	-	-	103,646
Fire department, EMS, and police revenues	2,575,378	-	-	-	-	-	2,575,378
Fines	169,647	-	-	-	-	-	169,647
Special events and donations	253,386	-	-	-	-	26,604	279,990
Park fees	373,244	-	-	4,192,500	-	-	4,565,744
Impact and capital recovery fees	-	-	-	-	-	6,378,222	6,378,222
Other income	668,607	-	-	-	20,844	3,246,099	3,935,550
Interest	242,773	42,288	10,690	49,139	399,527	173,139	917,556
Intergovernmental	-	-	-	-	-	2,250,000	2,250,000
Federal, state, and local grants	96,004	-	-	-	-	1,926	97,930
Total revenues	36,590,925	6,470,433	10,690	4,241,639	420,371	12,075,990	59,810,048
Expenditures							
Current							
Administration	6,293,119	-	-	-	-	391,272	6,684,391
Judicial	193,302	-	-	-	-	-	193,302
Fire and emergency services	5,705,911	-	-	-	-	-	5,705,911
Development services	4,766,657	-	-	-	-	286,026	5,052,683
Public works	1,756,429	-	590	-	-	328,792	2,085,811
Police department	5,074,694	-	-	-	-	39,802	5,114,496
Parks and recreation	1,443,183	-	-	180,000	-	-	1,623,183
Library	296,204	-	-	-	-	-	296,204
Main street project	-	-	-	-	-	36,325	36,325
Capital Outlay	431,818	-	1,101,287	1,978,586	18,417,525	6,118,741	28,047,957
Debt Service:							
Principal	-	2,605,000	-	-	-	-	2,605,000
Interest and fiscal charges	-	4,063,385	-	-	-	-	4,063,385
Bond issuance cost	-	-	-	-	301,079	-	301,079
Total expenditures	25,961,317	6,668,385	1,101,877	2,158,586	18,718,604	7,200,958	61,809,727
Excess (deficiency) of revenues over (under) expenditures	10,629,608	(197,952)	(1,091,187)	2,083,053	(18,298,233)	4,875,032	(1,999,679)
Other Financing Sources (Uses)							
Issuance of bonds	-	-	-	-	31,275,000	-	31,275,000
Bond premium	-	-	-	-	4,033,597	-	4,033,597
Sale of capital assets	-	-	-	-	-	36,221	36,221
Transfers in	948,720	-	1,000,000	-	22,897	3,649,624	5,621,241
Transfers out	(4,672,520)	-	-	-	(200,016)	-	(4,872,536)
Total other financing sources (uses)	(3,723,800)	-	1,000,000	-	35,131,478	3,685,845	36,093,523
Net Change in Fund Balances	6,905,808	(197,952)	(91,187)	2,083,053	16,833,245	8,560,877	34,093,844
Fund Balances, Beginning of Year	16,556,523	2,166,835	1,949,235	4,751,909	53,394,274	17,977,522	96,796,298
Fund Balances, End of Year	$ 23,462,331	$ 1,968,883	$ 1,858,048	$ 6,834,962	$ 70,227,519	$ 26,538,399	$ 130,890,142

The accompanying notes are an integral part of these financial statements.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities

Year Ended September 30, 2022

Net change in fund balances – total governmental funds		$ 34,093,844
Amounts reported for governmental activities in the statement of net position are different because:		
Governmental funds report capital outlays as expenditures, while in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay of $28,154,098 exceeded depreciation expense of ($5,047,787).		23,000,170
The net effect of various miscellaneous transactions involving capital assets (i.e., sales, trade-ins, and donations) is to increase net position.		
Donation of capital assets	9,977,895	
Loss on sale of assets	(20,635)	9,957,260
Bond and other debt proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of bond and other debt principal is an expenditure in the governmental funds, but repayment reduces long-term liabilities in the Statement of Net Position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.		
Bonds issued	(31,275,000)	
Premium received	(4,033,597)	
Principal paid on bonds	2,605,000	
Principal paid on financed purchase	98,876	
Amortization of bond premiums	974,996	
Amortization of deferred amounts of refunding	(22,116)	(31,651,841)
Changes in the liabilities for compensated absences (do)/do not require the use of current resources and therefore are/(are not) recorded in the funds.		97,397
Changes in long term amounts for net pension asset, the related deferred outflows of resources, and the related deferred inflows of resources are/(are not) recorded in the funds.		344,366
Changes in long term amounts for OPEB liability, the related deferred outflows of resources, and the related deferred inflows of resources are/(are not) recorded in the funds.		(41,168)
Interest accrued on bonds payable in governmental activities are not due and payable and therefore are not reported as expenditures in the governmental funds. This is the net change in accrued interest payable.		(222,830)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds. This includes the change in deferred inflows from ad valorem taxes of, fines receivable and grants receivable.		66,164
Change in net position – governmental activities		$ 35,643,362

The accompanying notes are an integral part of these financial statements.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas

Statement of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual – General Fund
Year Ended September 30, 2022

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues				
Ad valorem taxes	$ 9,922,581	$ 9,922,581	$ 9,780,588	$ (141,993)
Franchise fees	605,000	605,000	783,188	178,188
Sales tax	2,100,000	2,100,000	3,213,081	1,113,081
Permits and inspection fees	10,800,000	10,830,000	17,466,229	6,636,229
Development fees	150,000	150,000	865,154	715,154
Developer contributions	199,000	239,000	103,646	(135,354)
Fire department, EMS, and police revenues	1,768,000	2,339,571	2,575,378	235,807
Fines	140,600	140,600	169,647	29,047
Special events and donations	211,050	211,050	253,386	42,336
Park fees	265,455	384,455	373,244	(11,211)
Other income	758,800	613,807	668,607	54,800
Interest	150,000	150,000	242,773	92,773
Federal, state, and local grants	30,000	30,000	96,004	66,004
Total revenues	27,100,486	27,716,064	36,590,925	8,874,861
Expenditures				
Current				
Administration	6,840,518	7,048,206	6,293,119	755,087
Judicial	206,854	203,714	193,302	10,412
Fire and emergency services	5,604,843	6,014,342	5,705,911	308,431
Development services	5,557,102	5,663,121	4,766,657	896,464
Public works	2,220,278	2,253,278	1,756,429	496,849
Police department	6,320,162	6,461,999	5,074,694	1,387,305
Parks and recreation	1,594,268	1,759,139	1,443,183	315,956
Library	465,490	466,140	296,204	169,936
Capital Outlay	-	-	431,818	(431,818)
Total expenditures	28,809,515	29,869,939	25,961,317	3,908,622
Excess (deficiency) of revenues over (under) expenditures	(1,709,029)	(2,153,875)	10,629,608	12,783,483
Other Financing Sources (Uses)				
Transfers in	903,720	948,720	948,720	-
Transfers out	(849,624)	(5,349,624)	(4,672,520)	677,104
Total other financing sources (uses)	54,096	(4,400,904)	(3,723,800)	677,104
Net Change in Fund Balances	(1,654,933)	(6,554,779)	6,905,808	13,460,587
Fund Balances, Beginning of Year	16,556,523	16,556,523	16,556,523	-
Fund Balances, End of Year	$ 14,901,590	$ 10,001,744	$ 23,462,331	$ 13,460,587

The accompanying notes are an integral part of these financial statements.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Proprietary Fund Financial Statements

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)



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Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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City of Celina, Texas
Statement of Net Position – Proprietary Fund
September 30, 2022

	Water and Sewer Fund
Assets	
Current assets	
Cash and cash equivalents	$ 78,042,287
Cash and cash equivalents – restricted	1,373,614
Prepaids	1,792
Inventory	675,896
Accounts receivable, net	3,509,320
Grants receivable	750,000
Total current assets	84,352,909
Noncurrent assets	
Cash and cash equivalents – restricted for capital projects	37,699,917
Net pension asset	152,009
Capital assets	
Land	7,950,893
Depreciable capital assets, net	147,445,972
Construction in progress	36,052,246
Capital assets, net	191,449,111
Total noncurrent assets	229,301,037
Total assets	313,653,946
Deferred Outflows of Resources	
Deferred pension outflows	113,847
Deferred OPEB outflows	10,315
Total deferred outflows of resources	124,162
Liabilities	
Current liabilities:	
Accounts payable	5,552,335
Accounts payable for capital projects	1,193,845
Accrued salaries and benefits	37,899
Accrued expenses	119,287
Bonds payable – current	6,567,279
Compensated absences – current	22,599
Accrued interest payable	427,848
Meter deposits payable	1,953,555
PID Assessments	179,769
Escrow deposits	10,400,000
Unearned revenue	3,830,867
Total current liabilities	30,285,283
Noncurrent Liabilities	
Compensated absences – long-term	67,797
Total OPEB liability	35,299
Bonds payable – long-term	133,212,073
Total noncurrent liabilities	133,315,169
Total liabilities	163,600,452
Deferred Inflows of Resources	
Deferred pension inflows	112,512
Deferred OPEB inflows	4,820
Total deferred inflows of resources	117,332
Net Position	
Net investment in capital assets	89,549,445
Restricted for net pension asset	152,009
Unrestricted	60,358,870
Total net position	$ 150,060,324

The accompanying notes are an integral part of these financial statements.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas

Statement of Revenues, Expenses, and Changes in Net Position – Proprietary Fund

Year Ended September 30, 2022

	Water and Sewer Fund
Operating Revenues	
Water sales	$ 14,341,967
Sewer sales	7,802,731
Stormwater drainage fees	1,004,576
Garbage fees	2,400,056
Penalties	297,493
Tap and reconnect fees	5,543,772
Impact fees	5,580,045
Capital recovery fees	4,465,700
Other revenues	1,899,057
Total operating revenues	43,335,397
Operating Expenses	
Salaries and benefits	2,150,549
Garbage fees	1,998,037
Materials and supplies	312,664
Postage	93,917
Repairs and facility maintenance	195,580
General insurance	44,386
Utilities and telephone	502,586
Water purchases and related fees	6,428,200
UTRWD facilities charges	1,453,945
Developer incentives	237,456
Depreciation	4,700,028
Other expense	474,479
Total operating expenses	18,591,827
Operating Income	24,743,570
Nonoperating Revenues (Expenses)	
Intergovernmental	215,778
Interest income	776,837
Bond issuance cost	(301,829)
Interest and fiscal charges	(3,443,787)
Total nonoperating revenues (expenses)	(2,753,001)
Income before contributions and transfers	21,990,569
Capital contributions	22,244,026
Transfers in (out)	(748,705)
Change in Net Position	43,485,890
Net Position, Beginning of Year	106,574,434
Net Position, End of Year	$ 150,060,324

The accompanying notes are an integral part of these financial statements.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Statement of Cash Flows – Proprietary Fund
Year Ended September 30, 2022

	Water and Sewer Fund
Cash Flows from Operating Activities	
Cash received from customers and users	$ 44,606,247
Cash paid to suppliers	1,553,446
Cash paid to employees	(2,495,873)
Receipt of customer deposits	414,290
Net cash provided by operating activities	44,078,110
Cash Flows from Noncapital Financing Activities	
Change in PID assessments	(136,176)
Transfers to other funds	(748,705)
Net cash used in noncapital financing activities	(884,881)
Cash Flows from Capital and Related Financing Activities	
Acquisition of capital assets	(37,555,192)
Proceeds from issuance of bonds	35,308,597
Principal payments on bonds	(3,480,000)
Principal payments on notes	(225,475)
Bond issuance cost	(301,829)
Interest paid on bonds and other long-term obligations	(3,939,168)
Net cash used in capital and related financing activities	(9,977,289)
Cash Flows from Investing Activities	
Investment income	776,837
Net cash provided by investing activities	776,837
Net Increase in Cash and Cash Equivalents	33,992,777
Cash and Cash Equivalents, Beginning of Year	83,123,041
Cash and Cash Equivalents, End of Year	$ 117,115,818

The accompanying notes are an integral part of these financial statements.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Statement of Cash Flows – Proprietary Fund (Continued)
Year Ended September 30, 2022

	Water and Sewer Fund
Reconciliation of Cash and Cash Equivalents to the Statement of Net Position	
Cash and cash equivalents	$ 78,042,287
Restricted cash and cash equivalents	
Current	1,373,614
Noncurrent	37,699,917
Total cash and cash equivalents	$ 117,115,818
Reconciliation of Operating Income to Net Cash Provided by Operating Activities	
Operating income	$ 24,743,570
Adjustment to Reconcile Operating Income to Net Cash Provided by Operating Activities	
Depreciation	4,700,028
(Increases) decreases in assets and deferred outflows	
Accounts receivable (net)	(540,685)
Prepaid expenses	(1,792)
Inventory	(675,896)
Net pension asset	(95,944)
Deferred pension outflows	(26,187)
Deferred OPEB outflows	(1,092)
Increases (decreases) in liabilities and deferred inflows:	
Accounts payable	3,453,097
Accrued expenses	(236,538)
Total OPEB liability	7,002
Compensated absences	57,561
Meter deposits payable	414,290
Escrow deposits	10,400,000
Unearned revenue	1,811,535
Deferred pension inflows	66,074
Deferred OPEB inflows	3,087
Total adjustments	19,334,540
Net Cash Provided by Operating Activities	$ 44,078,110
Supplemental Disclosure of Noncash Investing, Capital, and Financing Activities	
Contributions of capital assets	$ 22,244,026
Additions to capital assets included in accounts payable	$ 1,193,845

The accompanying notes are an integral part of these financial statements.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Notes to Financial Statements

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Note 1: Introduction and Summary of Significant Accounting Policies

The financial statements of the City of Celina, Texas (City) and its component units, Celina Economic Development Corporation and Celina Community Development Corporation, collectively identified as the City have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The accounting and reporting framework and the more significant accounting principles and practices of the City are discussed in subsequent sections of this note. The remaining notes are organized to provide explanations, including required disclosures, of the City's financial activities for the fiscal year ending September 30, 2022.

Reporting Entity and Related Organizations

The City is a municipal corporation governed by an elected mayor and six member City Council. The City provides general administration, public works, police and judicial, and fire and emergency services to its residents. The Council hires a City Manager for day to day operations.

The City Council has the authority to make decisions, appoint administrators and managers, significantly influence operations, and has the primary accountability for fiscal matters. The City is not included in any other governmental "reporting entity" as defined by Governmental Accounting and Financial Reporting Standards.

In evaluating how to define the City for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity is made by applying the criteria set forth in GASB Statements No. 14 and 39 as amended by GASB Statement 61, *The Financial Reporting Entity: Omnibus, an amendment of GASB Statements No. 14 and No. 34.* These statements define the reporting entity as the primary government and those component units for which the primary government is financially accountable. In addition, component units may be included in the reporting entity based on the nature and significance of the relationship with the primary government or based on being closely related or financially integrated with the primary government. Based on these criteria, the City has the following component units at September 30, 2022:

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Discretely Presented Component Units

Celina Economic Development Corporation (CEDC) - CEDC serves all citizens of the government and is governed by a board appointed by the City Council. The City Council may remove the CEDC board for cause. The City has the ability to impose its will on CEDC and the potential for financial benefit or burden from CEDC's operations. CEDC is a nonprofit corporation governed by Section 4A of the *Texas Development Corporation Act of 1979* and organized for the public purpose of aiding, promoting, and furthering economic development within the City of Celina, Texas.

Celina Community Development Corporation (CCDC) - CCDC serves all citizens of the government and is governed by a board appointed by the City Council. The City Council may remove the CCDC board for cause. The City has the ability to impose its will on CCDC and the potential for financial benefit or burden from CCDC's operations. CCDC is a nonprofit corporation governed by Section 4B of the *Texas Development Corporation Act of 1979* and organized for the public purpose of the promotion and development of industrial and manufacturing enterprises to promote and encourage employment and the public welfare of the City of Celina, Texas.

Neither CEDC nor CCDC prepare separate financial statements.

Government-Wide and Fund Financial Statements

Government-wide financial statements

The government-wide financial statements include the statement of net position and the statement of activities. These statements report financial information for the City as a whole. The primary government and component units are presented separately within the financial statements with the focus on the primary government. Individual funds are not displayed but the statements distinguish governmental activities, generally supported by taxes and City general revenues, from business-type activities, generally financed in whole or in part with fees charged to external customers.

The statement of activities reports the expenses of a given function offset by program revenues directly connected with the functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with a distinct functional activity. Program revenues include: (1) charges for services which report fees, fines and forfeitures, and other charges to users of the City's services; (2) operating grants and contributions which finance annual operating activities including restricted investment income; and (3) capital grants and contributions which fund the acquisition, construction, or rehabilitation of capital assets and include fees to developers. These revenues are subject to externally imposed restrictions to these program uses. Taxes and other revenue sources not properly included with program revenues are reported as general revenues.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Fund Financial Statements

Fund financial statements are provided for governmental and proprietary funds. Major individual governmental funds and proprietary funds are reported in separate columns with composite columns for nonmajor funds.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The financial statements of the City are prepared in accordance with generally accepted accounting principles (GAAP). The City's reporting entity applies all relevant Governmental Accounting Standards Board (GASB) pronouncements.

The government-wide statements, including the discretely presented component units, are prepared using the *economic resources measurement focus* and the *accrual basis of accounting* generally including the reclassification or elimination of internal activity (between or within funds). Proprietary fund financial statements report using this same measurement focus and basis of accounting although internal activity is not eliminated in these statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property tax revenues are recognized in the year for which they are levied while grants are recognized when granter eligibility requirements are met.

Governmental fund financial statements and the fund level statements of the discretely presented component units are prepared using the *current financial resources measurement focus* and the *modified accrual basis of accounting.* Revenues are recognized when they are both measurable and available. Available means collectible within the current period or soon enough thereafter to pay current liabilities. The City considers revenues to be available if they are collected within 60 days of the end of the fiscal year. Expenditures are recorded when the related fund liability is incurred, except for general obligation bond, capital lease principal, pension and other postemployment benefit obligations, compensated absences, and interest which are reported as expenditures in the year due.

Major revenue sources susceptible to accrual include sales and use taxes, property taxes, franchise taxes, grant revenues, and investment income. In general, other revenues are recognized when cash is received.

Operating income reported in proprietary fund financial statements includes revenues and expenses related to the primary, continuing operations of the fund. Principal operating revenues for the proprietary fund are charges to customers for water and sewer sales or services. Principal operating expenses are the costs of providing goods or services and include administrative expenses and depreciation of capital assets. Other revenues and expenses are classified as *non-operating* in the financial statements.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as needed.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Fund Types and Major Funds

Governmental Funds

The City reports the following major governmental funds:

General Fund – reports as the primary operating fund of the City. This fund is used to account for all financial resources not reported in other funds.

Debt Service Fund – accounts for the accumulation of financial resources for the payment of principal and interest on the City's general obligation debt. The City annually levies ad valorem taxes restricted for the retirement of general obligation bonds, capital leases and interest. This fund reports all such ad valorem taxes collected.

Street Construction Fund – accounts for the financing and acquisition of major capital street projects. Fund resources are provided primarily through bond sales and interest earnings. This fund is designated as major.

Parkland Fees Fund – accounts for the financing and acquisition of major capital park projects. Fund resources are provided primarily through developer park contributions and grants. This fund is designated as major.

Bond Fund – accounts for the acquisition or construction of streets and other capital projects being financed through bond proceeds, or transfers from other funds.

Additionally, the City maintains the following nonmajor governmental funds:

Roadway Impact Fees Fund – accounts for the receipt and expenditure of roadway fees paid to the City.

Capital Equipment Replacement Fund - accounts for the financing and acquisition of capital public safety projects. Fund resources are provided primarily through fire and police fees.

Capital Acquisition Fund- accounts for the financing and acquisition of capital projects. Fund resources are provided primarily through bond sales and interest earnings.

Roadway Capital Recovery Fees Fund – accounts for the receipt and expenditure of road capital recovery fees paid to the City.

Technology Fund – accounts for the receipt and expenditure of technology funds. Fund resources are provided primarily through technology fees.

Stabilization Fund – established to help the City maintain resiliency by ensuring adequate balance to cash flow requirements during economic turbulence.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Developer Capital Fees Fund – to account for Developer Fees paid to build capital projects per the agreements.

Court Special Revenue Fund – to account for the receipt and expenditure of court security and technology funds. Fund resources are provided primarily through contributions, donations, and court security fees.

Other Special Revenue Funds – to account for various grants, PEG fees, Law Enforcement, and Contributions/Donations to the City.

Proprietary Funds – The City reports the following major Proprietary fund:

Water and Sewer Fund – accounts for the operating activities of the City's water and sewer utilities services.

Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position Cash and Cash Equivalents

The City maintains cash and investment pools which are shared by the various governmental funds. In addition, non-pooled cash and investments are separately held and reflected in the respective individual funds. These pooled and non-pooled cash and investment pools are displayed on its respective balance sheet as "cash and cash equivalents".

Investments in external pools are stated at amortized cost and have not been classified in the fair value hierarchy.

The City reporting entity considers highly liquid investments (including restricted assets) with an original maturity of three months or less when purchased to be cash equivalents.

Inventories and Prepaids

Inventories consisting of expendable supplies held for consumption in governmental funds are reported using the expenditure method. Under this method, amounts paid for these items are reported as expenditures when purchased. Inventories, when material, are valued at cost stated on a first- in, first-out basis.

Prepaid items record payments to vendors that benefit future reporting periods and are reported on the consumption basis at cost on the government-wide and fund financial statements.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Lease Receivable

The City is a lessor for various noncancellable leases of its water towers. The City recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the City determines: (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses the lessee's rate, or the rate disclosed in the agreement. If the rate is not readily available, the City uses its incremental borrowing rate as the discount rate.
- The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes in circumstances that would require a remeasurement of its lease, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Deferred Outflows and Inflows of Resources

In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for *deferred outflows of resources*. This separate financial statement element represents a consumption of net assets that applies to a future reporting period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then.

The government reports deferred outflows related to deferred loss on bond refundings, pension and OPEB in the government-wide statement of net position.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. Unavailable revenue, which arises only under a modified accrual basis of accounting, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from the following sources: property taxes, fines, and ambulance billing. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. In addition, the government reports deferred inflows related to leases, pension and OPEB in the government-wide statement of net position.

Capital Assets, Depreciation, and Amortization

The City's property, plant, equipment, and infrastructure with useful lives of more than one year are stated at historical cost, or if historical cost is not available, they are stated at estimated historical cost. Donated assets are reported at acquisition value. These assets are reported in the government-wide financial statements in the applicable governmental or business-type column or in the proprietary fund. The City maintains infrastructure asset records consistent with all other capital assets. The City generally capitalizes assets with a cost of $5,000 or more as purchase and construction outlays occur. The costs of normal maintenance and repairs that do not add to the asset value or materially extend useful lives are not capitalized. Capital assets are depreciated using the straight-line method. When capital assets are disposed, the cost and applicable accumulated depreciation are removed from the respective accounts and the resulting gain or loss is reported.

Estimated useful lives, in years, for depreciable assets are as follows:

Buildings	40
Road infrastructure	15-50
Water and sewer infrastructure and rights	20-40
Vehicles	5
Furniture, machinery, and equipment	5

Long-term Debt and Bond Discounts/Premiums

In the government-wide and proprietary financial statements, outstanding debt is reported as liabilities. Bond discounts are capitalized and amortized over the shorter term of the old or new bonds using the straight-line method. Bond premiums are capitalized and amortized over the life of the new bonds using the effective interest method. Issuance costs are expensed.

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

The City collects and holds money from approved developer agreements and other private construction commitments assessed during the permitting process. The escrow deposits are either refunded once the developer has completely fulfilled their commitment or applied to revenue to reimburse for the City's cost in completing the obligation.

The governmental fund financial statements recognize the proceeds of debt and premiums as other financing sources of the current period. Issuance costs are reported as expenditures.

Pensions

For purposes of measuring the net pension liability/(asset), deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS' Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Defined Benefit Other Postemployment Benefit Plans

The City has a single-employer defined benefit other postemployment benefit (OPEB) plan (Plan). For purposes of measuring the total OPEB liability for the Plan, deferred outflows of resources and deferred inflows of resources related to the OPEB plan, and OPEB expense have been determined on the same basis as they are reported by the Plan. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms for the Plan.

Compensated Absences

Full-time employees earn vacation leave for each month of work performed. Progressive accrual of vacation leave is based on the number of years the individual is employed by the City. After completion of a probationary period of employment, accrued vacation leave is paid upon termination of employment. Full-time employees also earn sick leave time. Unused sick leave is not paid upon termination of employment; therefore, no monetary obligation exists.

Compensated absences are reported as accrued in the government-wide, proprietary, and component unit financial statements. Governmental funds report only matured compensated absences payable to currently terminating employees. These are included in accrued salaries and benefits, as applicable.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Net Position

Net position represents the difference between assets, deferred outflows of resources, liabilities, and deferred inflows of resources of governmental and business-type activities and proprietary funds. The government-wide and proprietary fund financials utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted, and unrestricted.

Net Investment in Capital Assets – This amount consists of capital and leased assets, net of accumulated depreciation/amortization and reduced by outstanding balances of bonds, notes, and other debt, that are attributable to the acquisition, construction, or improvement of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets or related debt are included in this component of net position.

Restricted Net Position – This amount is restricted by external parties such as creditors, grantors, contributors, or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.

Unrestricted Net Position – This amount is the net position that does not meet the definition of "net investment in capital assets" or "restricted net position."

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund Equity

The City implemented GASB Statement 54 standards for the classification of fund balances in the governmental funds. The fund balances of governmental funds are defined as follows:

Nonspendable – amounts that cannot be spent either because they are in nonspendable form, such as inventory or prepaid items or because they are legally or contractually required to be maintained intact.

Restricted – amounts that can be spent only for specific purposes because of constraints that are externally imposed by creditors, grantors, contributors, or laws or regulations of other governments.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Committed – amounts that can be used only for specific purposes determined by a formal action of the City Council. The City Council is the highest level of decision-making authority for the City. Commitments may be established, modified, or rescinded only through a formal resolution of the City Council.

Assigned – amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the City Council or through the City Council's delegation of this responsibility to City management through the budgetary process.

Unassigned – all other spendable amounts in the general fund. The General Fund is the only fund that reports a positive unassigned fund balance amount.

The City Council delegates the responsibility to assign funds to the City Manager, Director of Finance, or other designees.

When expenditures are incurred for which both restricted and unrestricted fund balance is available the City considers restricted funds to have been spent first. Similarly, committed funds are considered to have been spent first when there is a choice for the use of less restricted funds, then assigned, and then unassigned funds.

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City is a participant in the Texas Municipal League (TML) Employees Health Insurance Fund, Texas Municipal League Workers' Compensation Joint Insurance Fund (WC Fund), and the Texas Municipal League Joint Self-Insurance Fund (Property-Liability Fund), a public entity risk pool operated by the Texas Municipal League Board for the benefit of individual governmental units located within Texas. The agreement provides that the trust established by TML will be self-sustaining through member premiums. The City pays annual premiums to TML for worker's compensation, general and auto liability, property damage, employee dishonesty, public officials' liability, and law enforcement professional liability coverage. The City does not anticipate any material additional insurance cost assessments as a result of participation in this risk management pool. There were no reductions in insurance coverage from the prior year. Settlements have not exceeded insurance coverage during any of the past three fiscal years.

Estimates

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates.

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Note 1: Introduction and Summary of Significant Accounting Policies (Continued)

Adoption of New Accounting Standards

GASB Statement No. 87, *Leases*, establishes new guidance for lease accounting for lessees and lessors and eliminates the classification of leases as either operating or capital leases. This statement establishes a single model for lease accounting based on the principle that leases are financings of the right-to-use an underlying asset. Lessees will recognize a lease liability and an intangible right-to-use lease asset, when applicable. Lessors will recognize a lease receivable and a deferred inflow of resources. The requirements of this Statement are effective for reporting periods beginning after June 15, 2021. The City has implemented this Statement in fiscal year 2022. See *Note 5* for additional information.

Note 2: Stewardship, Compliance, and Accountability

Budgetary Information

The City Manager submits an annual budget to the City Council in accordance with the laws of the State of Texas and the city charter. The budget is presented to the City Council for review, budget workshops are held with the various City department officials, and public hearings are held to address priorities and the allocation of resources. Generally, in August, the City Council adopts the annual fiscal year budgets for all City operating funds. Once approved, the City Council may amend the legally adopted budget when unexpected modifications are required in estimated revenues and appropriations.

The legal level of budgetary control is at the fund level, but to help departments manage resources a detailed line item budget is prepared for internal use. Each fund's approved budget is prepared on a detailed line item basis. Revenues are budgeted by source. Expenditures are budgeted by department and class as follows: personnel services and related fringe benefits, supplies, other services and charges, capital outlay, transfers, and debt service. Expenditures may not exceed appropriations at the department level. Within this control level, management may transfer appropriations between line items. Line-item transfers within a department are not subject to final review by the City Council. Budget revisions and line item transfers are subject to final review by the City Council. Revisions to the budget were made throughout the year.

Annual budgets for the General Fund, Debt Service Fund and Water and Sewer Fund are legally adopted on a basis consistent with generally accepted accounting principles. The capital projects fund is appropriated on a project-length basis. Other special revenue funds do not have appropriated budgets since other means control the use of these resources and sometimes span a period of more than one fiscal year.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Note 2: Stewardship, Compliance, and Accountability (Continued)

The budgets for the operating funds are prepared on the cash and expenditure basis. Revenues are budgeted in the year receipt is expected; and expenditures, which do not include encumbrances, are budgeted in the year that the liability is to be incurred. The Debt Service Fund budget is prepared to provide funding for general obligation debt service when liabilities are due for payment. The General Fund budget and actual included in the basic financial statements is presented on these bases. Unexpended appropriations for annually budgeted funds lapse at fiscal year-end.

Note 3: Deposits and Investments

Custodial credit risk for deposits is the risk that in the event of a bank failure, the City's deposits may not be returned, or the City will not be able to recover collateral securities in the possession of an outside party. The City's policy requires deposits to be fully secured by collateral valued at market or par, whichever is lower, less the amount of Federal Deposit Insurance Corporation (FDIC) insurance. Deposited funds may be invested in certificates of deposit in institutions with an established record of fiscal health. Collateral agreements must be approved prior to deposit of funds. The City Council approves authorized depository institutions based on the recommendations of City management.

Deposits of City of Celina, Texas (primary government), CEDC and CCDC were fully insured or collateralized with securities held by the City, CEDC, CCDC, its agent, or by the pledging financial institution's trust department or agent in the name of the City, CEDC or CCDC, respectively.

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Generally, the City's investing activities are managed under the custody of the Finance Director. Investing is performed in accordance with investment policies adopted by the City Council in compliance with the *Public Funds Investment Act* (PFIA).

City investment policy and the PFIA generally permit the City to invest in FDIC insured or fully collateralized certificates of deposit, fully collateralized repurchase agreements, public funds investment pools, obligations of the United States of America or its agencies, direct obligations of the State of Texas and obligations of agencies, counties, cities, and other political subdivisions of Texas having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent. During the year ended September 30, 2022, the City did not own any types of securities other than those permitted by the City investment policy or the *Public Funds Investment Act*.

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Note 3: Deposits and Investments (Continued)

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Investments held for longer periods are subject to increased risk of adverse interest rate changes. City policy generally requires investment maturities to correspond to anticipated cash flow needs. City policy further states that volatile investment instruments shall be avoided and that nonmarketable instruments with maturities beyond one month shall not exceed 30 percent of the portfolio. In addition, investment maturities shall not exceed the following limits:

Operating funds – 30 days

Capital project funds – corresponding draw schedules

Debt service funds – corresponding payment dates, not to exceed (6) six months

Bond reserve funds – (5) five years

External Investment Pools: The City's pooled investments as of September 30, 2022, were invested in TexPool.

The State Comptroller of Public Accounts exercises oversight responsibility over TexPool. Oversight includes the ability to significantly influence operations, designation of management, and accountability for fiscal matters. Additionally, the State Comptroller has established an Advisory Board composed both of participants in TexPool and of other persons who do not have a business relationship with TexPool. The Advisory Board members review the investment policy and management fee structure. Finally, TexPool is rated AAAm by Standard & Poor's. TexPool is not registered with the Securities and Exchange Commission (SEC) as an investment company.

Investments in TexPool are carried at amortized cost and are reported as cash equivalents in the accompanying financial statements.

Concentration of credit risk is the risk of loss attributed to the magnitude of the City's investment in a single issuer. City policy requires that the risk of principal loss in the portfolio as a whole shall be minimized by diversifying investment types to eliminate the risk of loss from over-concentration of assets in a specific issuer, or a specific class of securities.

For investments, **custodial credit risk** is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities in the possession of an outside party. The City's policy on safekeeping and custody requires that investments shall be secured through safekeeping agreements. All investment funds shall be placed directly with qualified financial institutions selected through the City's banking procurement process. All transactions shall be executed on a delivery versus payment basis.

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Note 4: Receivables

Proprietary Fund Receivables, Uncollectible Accounts, and Unearned Revenue

Significant receivables include amounts due from customers primarily for utility services. The Proprietary Fund reports accounts receivable net of an allowance for uncollectible accounts and revenues net of uncollectible amounts. The allowance amount is estimated using accounts receivable past due more than 60 to 90 days. Unearned revenue of $3,830,867 in the proprietary fund represents grant proceeds received in advance related to the Coronavirus State and Local Fiscal Recovery Fund but have not yet been earned.

The following is the detail of the Proprietary Fund receivables and the related allowance for uncollectible accounts:

Accounts receivable, gross	$ 3,768,233
Grants receivable	750,000
Less: allowance for uncollectible accounts	(258,913)
Net accounts receivable	$ 4,259,320

Property Taxes Receivable, Unearned Revenues, and the Property Tax Calendar

Property tax is levied each October 1 on the assessed value listed as of the prior January 1 for all real and personal property located in the City. Assessed value represents the appraisal value less applicable exemptions authorized by the City Council. The Appraisal Board of Review establishes appraised values at 100.00% for estimated market value. A tax lien attaches to the property on January 1 of each year, to secure the payment of all taxes, penalties and interest ultimately imposed for the year on that property, whether or not the taxes are imposed in the year the lien attaches. Taxes are due on October 1 immediately following the levy date and are delinquent after the following January 31st.

The property tax rate for the year ended September 30, 2022 was .645 per $100 of the assessed valuation on taxable property.

The following is a summary of the overall tax rate as levied by fund:

Maintenance and operations – General Fund	.4294
Interest and sinking – Debt Service Fund	.2156
Total tax rate	.6450

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Notes to Financial Statements
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Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Note 4: Receivables (Continued)

In the governmental fund financial statements, property taxes are recorded as receivables in each of the respective funds on the tax levy date with appropriate allowances for estimated uncollectible amounts. At fiscal year-end, property tax receivables represent delinquent taxes. If delinquent taxes are not paid within 60 days of year-end, they are recorded as deferred inflows of resources – unavailable revenue.

In the government-wide financial statements, property taxes receivable and related revenue include all amounts due the City with a fifteen percent (15.00%) allowance for estimated uncollectible amounts regardless of when cash is received. Over time substantially all property taxes are collected.

Allowance for Uncollectible Taxes

The City records an allowance for uncollectible property taxes in order to estimate the amount of taxes that will ultimately prove to be uncollectible. Management has determined that an allowance in the amount of fifteen percent (15.00%) of the property taxes receivable in each of the applicable fund types should be adequate to provide for uncollectible property taxes. No provisions are made for uncollectible sales tax receivables, or grants receivable as management estimates that these amounts will be fully collectible.

Fines and Court Costs Receivable and Related Allowances

In the government-wide financial statements, the City records fines and court costs receivable net of amounts estimated to be uncollectible and net of any amounts that would be due to other governmental entities as a result of collection. Management has determined the estimate of uncollectible fines and court costs through an analysis of actual amounts collected subsequent to year end. Amounts due to other governmental entities have been determined based on distribution requirements of the State of Texas.

The following is the detail of the governmental fund receivables and the related allowance for uncollectible accounts:

	General Fund	Debt Service Fund	Bond Fund	Other Governmental Fund	Total Governmental Funds
Sales tax	$ 651,288	$ -	$ -	$ -	$ 651,288
Property tax	168,089	82,087	-	-	250,176
EMS	831,297	-	-	-	831,297
Other	1,197,487	-	7,518	240,854	1,445,859
Less: Allowance for doubtful accounts	(1,257,939)	(12,313)	-	-	(1,270,252)
Total	$ 1,590,222	$ 69,774	$ 7,518	$ 240,854	$ 1,908,368

City of Celina, Texas
Notes to Financial Statements
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Note 5: Lease Receivable

The City leases a portion of its property to various cell phone companies who use the space to conduct their operations, the terms of which expire 2038 through 2049. The measurement of the lease receivable is based on the present value of lease payments expected to be received during the lease term, such as fixed payments, variable payments that depend on an index or rate, variable payments that are fixed in substance, residual value guarantee payments that are fixed in substance, and any lease incentives payable to the lessee.

The City recognized $70,523 in lease revenue and $99,164 in interest revenue during the current fiscal year related to this lease. As of September 30, 2022, the City's receivable for lease payments was $2,879,425. Also, the City has a deferred inflow of resources associated with this lease that will be recognized as revenue over the lease term. As of September 30, 2022, the balance of the deferred inflow of resources was $2,812,650.

The following is a schedule by year of minimum payments to be received under the City's leases that are included in the measurement of the lease receivable as of September 30, 2022:

	Governmental Activities		
Year Ending September 30,	Principal	Interest	Total Receipts
2023	$ 63,204	$ 96,875	$ 160,079
2024	67,718	94,797	162,515
2025	75,500	92,511	168,011
2026	81,806	89,972	171,778
2027	87,187	87,244	174,431
2028-2032	539,588	387,770	927,358
2033-2037	754,374	282,097	1,036,471
2038-2042	808,299	147,123	955,422
2043-2047	301,416	40,440	341,856
2048	100,333	4,345	104,678
Totals	$ 2,879,425	$ 1,323,174	$ 4,202,599

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Note 6: Capital Assets

Capital asset activity for the year ended September 30, 2022, was as follows:

	Beginning	Increases	Decreases/Transfers	Ending
Governmental Activities				
Nondepreciable capital assets:				
Land	$ 25,526,319	$ 8,015,395	$ -	$ 33,541,714
Construction in progress	30,064,386	16,992,040	(5,734,582)	41,321,844
Total nondepreciable capital assets	55,590,705	25,007,435	(5,734,582)	74,863,558
Depreciable capital assets				
Buildings and improvements	19,386,943	-	853,609	20,240,552
Parks	12,477,170	-	63,000	12,540,170
Road infrastructure	74,317,482	12,294,280	4,790,612	91,402,374
Furniture and equipment	4,414,589	192,424	(49,988)	4,557,025
Vehicles	8,883,985	531,713	(533,619)	8,882,079
Total depreciable capital assets	119,480,169	13,018,417	5,123,614	137,622,200
Total capital assets	175,070,874	38,025,852	(610,968)	212,485,758
Less: accumulated depreciation				
Buildings and improvements	1,853,235	718,681	-	2,571,916
Parks	2,993,086	257,691	-	3,250,777
Road infrastructure	10,398,251	2,436,061	-	12,834,312
Furniture and equipment	2,923,228	541,101	(59,488)	3,404,841
Vehicles	3,859,394	1,094,253	(530,845)	4,422,802
Total accumulated depreciation	22,027,194	5,047,787	(590,333)	26,484,648
Capital assets, net	$ 153,043,680	$ 32,978,065	$ (20,635)	$ 186,001,110

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
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Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Note 6: Capital Assets (Continued)

	Beginning	Increases	Decreases/Transfers	Ending
Business-Type Activities				
Nondepreciable capital assets:				
Land	$ 3,264,576	$ 4,686,317	$ -	$ 7,950,893
Construction in progress	9,000,968	32,626,905	(5,575,627)	36,052,246
Total nondepreciable capital assets	12,265,544	37,313,222	(5,575,627)	44,003,139
Depreciable capital assets				
Buildings and improvements	43,769	-	-	43,769
Water & Sewer infrastructure	137,291,905	22,814,147	5,439,816	165,545,868
Vehicles	1,006,791	210,023	-	1,216,814
Equipment	1,826,869	471,308	-	2,298,177
Total depreciable capital assets	140,169,334	23,495,478	5,439,816	169,104,628
Total capital assets	152,434,878	60,808,700	(135,811)	213,107,767
Less: accumulated depreciation				
Buildings and improvements	31,186	1,094	-	32,280
Water & Sewer infrastructure	15,509,081	4,474,761	-	19,983,842
Vehicles	698,990	117,692	-	816,682
Equipment	719,371	106,481	-	825,852
Total accumulated depreciation	16,958,628	4,700,028	-	21,658,656
Capital assets, net	$ 135,476,250	$ 56,108,672	$ (135,811)	$ 191,449,111

Depreciation expense for governmental activities was charged to functions of the City as follows:

Administration	$ 290,422
Fire and emergency services	914,740
Road infrastructure	3,083,628
Public works	11,369
Parks	259,940
Police department	64,030
Development services	398,854
Library	21,571
Court	3,233
Total	$ 5,047,787

Depreciation expense recorded in business-type activities and the Proprietary Fund was $4,700,028.

City of Celina, Texas
Notes to Financial Statements
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Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Note 6: Capital Assets (Continued)

The City of Celina has active construction projects as of September 30, 2022. The projects include streets, water and wastewater, drainage, public safety, park, and general government improvements. At year-end, the City of Celina's commitments with contractors are as follows:

Project	Remaining Commitment
Water/wastewater improvements	$ 7,835,961
Parks and recreation	1,532,549
Public safety	45,644,761
Drainage improvements	137,081
Road improvements	6,340,806
General government	2,011,482
	$ 63,502,640

Note 7: Long-term Obligations

The following is a summary of long-term debt transactions for the City for the year ended September 30, 2022:

	Beginning Balance	Increase	Decrease	Ending Balance	Due Within One Year
Governmental Activities					
Bonds Payable					
General obligation bonds	$ 10,860,000	$ -	$ (850,000)	$ 10,010,000	$ 870,000
Tax and waterworks and sewer system certificates of obligation	103,695,000	31,275,000	(1,755,000)	133,215,000	2,605,000
	114,555,000	31,275,000	(2,605,000)	143,225,000	3,475,000
Issuance premium	8,840,984	4,033,597	(974,996)	11,899,585	1,168,363
Total bonds payable	123,395,984	35,308,597	(3,579,996)	155,124,585	4,643,363
Financed purchase	98,876	-	(98,876)	-	-
Compensated absences	1,291,717	273,413	(370,810)	1,194,320	298,580
Governmental activities Long-term debt	$ 124,786,577	$ 35,582,010	$ (4,049,682)	$ 156,318,905	$ 4,941,943
Business-type Activities					
Bonds Payable					
General obligation bonds	$ 845,000	$ -	$ (465,000)	$ 380,000	$ 380,000
Tax and waterworks and sewer system certificates of obligation	101,080,000	31,275,000	(3,015,000)	129,340,000	5,020,000
	101,925,000	31,275,000	(3,480,000)	129,720,000	5,400,000
Issuance premium	6,068,665	4,033,597	(742,961)	9,359,301	941,805
Total bonds payable	107,993,665	35,308,597	(4,222,961)	139,079,301	6,341,805
Note payable	925,526	-	(225,475)	700,051	225,474
Compensated absences	61,792	57,561	(28,957)	90,396	22,599
Business-type activities Long-term debt	$ 108,980,983	$ 35,366,158	$ (4,477,393)	$ 139,869,748	$ 6,589,878

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Note 7: Long-term Obligations (Continued)

Long-term Obligations Supporting Governmental Activities

The government issues general obligation bonds and certificates of obligation to provide funds for the acquisition and construction of major capital facilities. General obligation bonds and certificates of obligation have been issued for governmental activities and are direct obligations and pledge the full faith and credit of the government. These bonds and certificates generally are issued as serial bonds with equal amounts of principal maturing each year with maturities of 20 years. General obligation bonds and certificates of obligation are to be repaid with property taxes levied for debt service and recorded by the Debt Service fund. The City's borrowing capacity is restrained by maintaining the City's debt at a responsible level.

Interest expense for governmental activities was $3,634,414 and is reported as a separate line item in the statement of activities.

Business-type Activities - Revenue Bonds

Revenue bonds consist of debt issued to support activities of the Proprietary (water and sewer) Fund. In addition to being backed by the full faith and credit of the City, revenue bonds are secured by a lien on and a pledge of the surplus revenues of the water and sewer system.

The City entered into an agreement during fiscal year 2020 with Marilee Special Utility District, formerly known as Gunter Special Utility District, for purchase of 2,225 acres of the Marilee CCN for a total of $1,151,000. The City paid its second of five annual installments during fiscal year 22 totaling $225,475.

Interest expense for business-type activities and the Proprietary (water and sewer) Fund was $3,443,787 for the year.

Compensated absences are paid from the fund responsible for the employee's compensation with significant liabilities payable from the General Fund and Water and Sewer Fund.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Note 7: Long-term Obligations (Continued)

Debt Service Requirements to Maturity

The annual debt service requirements to maturity for bonded debt are as follows at year end:

Year Ending September 30	Governmental Activities		
	Bond Principal	Bond Interest	Total Required
2023	$ 3,475,000	$5,149,131	$ 8,624,131
2024	4,965,000	4,927,613	9,892,613
2025	5,315,000	4,724,969	10,039,969
2026	6,295,000	4,527,663	10,822,663
2027	6,945,000	4,262,450	11,207,450
2028-2032	38,775,000	16,648,856	55,423,856
2033-2037	39,805,000	9,983,125	49,788,125
2038-2042	28,015,000	4,552,075	32,567,075
2043	9,635,000	1,492,250	11,127,250
Totals	$ 143,225,000	$ 56,268,132	$ 199,493,132

Year Ending September 30	Business-type Activities		
	Bond Principal	Bond Interest	Total Required
2023	$5,400,000	$5,042,961	$ 10,442,961
2024	5,725,000	4,734,191	10,459,191
2025	5,655,000	4,484,319	10,139,319
2026	5,905,000	4,248,506	10,153,506
2027	6,155,000	3,983,769	10,138,769
2028-2032	34,760,000	15,860,019	50,620,019
2033-2037	37,355,000	9,343,238	46,698,238
2038-2042	19,130,000	4,197,031	23,327,031
2043	9,635,000	1,492,250	11,127,250
Totals	$ 129,720,000	$ 53,386,284	$ 183,106,284

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Notes to Financial Statements
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Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Note 7: Long-term Obligations (Continued)

Current Year Bond Issuances

In January 2022, the City issued Tax and Waterworks and Sewer System Revenue Certificates of Obligation, Series 2022 in the amount of $62,550,000 for the purpose of: (i) renovating, improving and equipping existing buildings or facilities; (ii) acquiring, constructing, improving, remodeling, renovating and equipping park facilities, including the acquisition of land, and rights-of-way and including public art projects and enhancements; (iii) designing, constructing, equipping, and improving public safety facilities, including the acquisition of land and rights-of-way and the acquisition of vehicles; (iv) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization, and the acquisition of land and rights-of-way; (v) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way. Interest will be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2022. The bonds were issued with a premium of $8,067,194.

Special Assessment Revenue Bond

From time to time the City issues Special Assessment Revenue Bonds. Total bond principal outstanding for these issues is $247,208,000 at year-end. Proceeds of the bonds were deposited into trust accounts with U.S. Bank N.A. (U.S. Bank) for the purpose of funding improvements. U.S. Bank serves as trustee, for the benefit of the bond holders, for these funds as well as any and all other property or money of every name and nature, which is, from time-to-time hereafter by delivery or in writing of any kind, conveyed, pledged, assigned, or transferred to the trustee. The City has no direct or contingent liability or moral obligation for the payment of this debt, therefore this debt is not recorded as long-term debt of the City.

Note 8: Component Unit Debt Obligations

CEDC has the following debt obligation:

	Beginning Balance	Increase	Decrease	Ending Balance	Due Within One Year
Note Payable	$ 759,985	$ -	$ 463,304	$ 296,681	$ 80,223

In March 2020, CEDC entered into a note payable agreement with Lamar National Bank in the principal amount of $ 1,044,263 with a fixed rate of interest equal to 3.75% to refinance a loan with a predecessor bank. The note payable is unsecured but is expected to be paid out of the sales and use taxes that will be levied and collected by the City of Celina, Collin County, Texas pursuant to the *Development Corporation Act*, Chapter 501, 502 and 504 of the Texas Local Government Code. At September 30, 2022, the outstanding CEDC note balance was $296,681.

City of Celina, Texas
Notes to Financial Statements
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Note 8: Component Unit Debt Obligations (Continued)

The following is the annual debt service requirements to maturity for the note payable:

Year Ending September 30	Principal	Interest	Total Required
2023	80,223	24,812	$ 105,035
2024	83,316	21,718	105,034
2025	86,529	18,504	105,033
2026	46,613	15,168	61,781
Totals	$ 296,681	$ 116,814	$ 413,495

Note 9: Defined Benefit Pension Plan

Plan Description

The City of Celina, Texas participates as one of 901 plans in the defined benefit plan administered by the Texas Municipal Retirement System (TMRS). TMRS is a statewide public retirement plan created by the State of Texas and administered in accordance with the *TMRS Act*, Subtitle G, Title 8, Texas Government Code (TMRS Act) as an agent multiple-employer retirement system for employees of Texas participating cities. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS' s defined benefit pension plan is a tax-qualified plan under Section 401 (a) of the Internal Revenue Code. TMRS issues a publicly available annual comprehensive financial report that can be obtained at *www.tmrs.com.* All eligible employees of the City are required to participate in TMRS.

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the City-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payments options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75.00% of the member's deposits and interest.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Notes to Financial Statements
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Note 9: Defined Benefit Pension Plan (Continued)

The plan provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS. Plan provisions for the City were as follows:

Employee deposit rate	7.0%
Matching ratio (City to Employee)	2 to 1
Years required for vesting	5
Service retirement eligibility	20 years at any age, 5 years at age 60 and above
Updated service credit	0%
Annuity increase to retirees	0% of CPI

At the December 31, 2021, valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	24
Inactive employees entitled to but not yet receiving benefits	139
Active employees	196
	359

Contributions

The contribution rates for employees in TMRS are either 5.00%, 6.00%, or 7.00% of employee gross earnings, and the City matching percentages are either 100.00%, 150.00% or 200.00%, both as adopted by the governing body of the City. Under the state law governing TMRS, the contribution rate for each City is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees of the City were required to contribute 7.00% of their annual gross earnings during the fiscal year. The contribution rates for the City were 6.33% and 6.38% in calendar years 2022 and 2021, respectively. The City's contributions to TMRS for the year ended September 30, 2022, were $1,056,172 and were equal to the required contributions.

Net Pension Liability/(Asset)

The City's Net Pension Liability/(Asset) (NPL) was measured as of December 31, 2021, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability/(Asset) was determined by an actuarial valuation as of that date.

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City of Celina, Texas
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Note 9: Defined Benefit Pension Plan (Continued)

Actuarial Assumptions

The Total Pension Liability in the December 31, 2021, actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% per year
Overall payroll growth	2.75% per year
Investment Rate of Return	6.75%, net of position plan investment expense, including inflation

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees is used with a four-year set-forward for males and a three-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of real rates of return for each major asset class in fiscal year 2022 are summarized in the following table:

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Notes to Financial Statements
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Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Note 9: Defined Benefit Pension Plan (Continued)

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Global Equity	35.00%	7.55%
Core Fixed Income	6.00%	2.00%
Non-Core Fixed Income	20.00%	5.68%
Other Public and Private Markets	12.00%	7.22%
Real Estate	12.00%	6.85%
Hedge Funds	5.00%	5.35%
Private Equity	10.00%	10.00%
Total	100.00%	

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

Changes in the Net Pension Liability (Asset)

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (Asset) (A - B)
Balance at October 1, 2021	$ 11,024,795	$ 11,425,259	$ (400,464)
Changes for the year:			
Service Cost	1,813,918		1,813,918
Interest	798,870		798,870
Difference between expected and actual experience	7,226		7,226
Contributions – employer		857,813	(857,813)
Contributions – employee		957,574	(957,574)
Net investment income		1,496,793	(1,496,793)
Benefit payments, including refunds of employee contributions	(193,295)	(193,295)	-
Administrative expense		(6,892)	6,892
Other changes	-	48	(48)
Net changes	2,426,719	3,112,041	(685,322)
Balance at September 30, 2022	$ 13,451,514	$ 14,537,300	$ (1,085,786)

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Note 9: Defined Benefit Pension Plan (Continued)

Sensitivity of The Net Pension Liability (Asset) to Changes in the Discount Rate

The following presents the net pension liability (asset) of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability (asset) would be if it were calculated using a discount rate that is 1- percentage -point lower (5.75%) or 1- percentage-point higher (7.75%) than the current rate:

	1 % Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
City's net pension liability (asset)	$ 1,276,589	$ (1,085,786)	$ (2,979,426)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan' s Fiduciary Net Position is available in a separately-issued TMRS financial report. That report may be obtained at *www.tmrs.com.*

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2022, the City recognized pension expense of $655,750.

At September 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 8,329	$ 50,669
Changes in actuarial assumptions	-	85
Difference between projected and actual investment earnings	-	752,897
Contributions subsequent to the measurement date	804,867	-
Total	$ 813,196	$ 803,651

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City of Celina, Texas
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September 30, 2022

Note 9: Defined Benefit Pension Plan (Continued)

$804,867 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as an increase in the net pension asset for the year ending September 30, 2023. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending September 30,	Amount
2023	$ (177,082)
2024	(295,095)
2025	(170,887)
2026	(153,219)
2027	961
Total	$ (795,322)

Note 10: Postemployment Benefits Other Than Pensions (OPEB)

Plan description - The City maintains a single-employer defined benefit group-term life insurance plan known as the TMRS Supplemental Death Benefits Fund (SDBF). The plan is administered by the TMRS. This is a voluntary program in which the City elected, by ordinance, to provide group-term life insurance coverage for their active members, including retirees. As the SDBF covers both active and retiree participants, with no segregation of assets, the SDBF is considered to be an unfunded other postemployment benefit (OPEB) plan (i.e. no assets are accumulated in a trust that meets the criteria in paragraph four of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions).*

Benefits provided - The death benefit for active employees provides a lump-sum payment approximately equal to the employee 's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death). The death benefit for retirees is considered an OPEB and is a fixed amount of $7,500.

Employees Covered by Benefit Terms

At the December 31, 2021 actuarial valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	17
Inactive employees entitled to but not yet receiving benefits	18
Active employees	196
Total	231

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Note 10: Postemployment Benefits Other Than Pensions (OPEB) (Continued)

Contributions

The City contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to prefund retiree term life insurance during employees' entire careers.

The City's SDBF contribution rate for all covered employees of the City in calendar years 2022 and 2021 was .10% and .11%, respectively. The City's contributions for all covered employees to the TMRS SDBF for the fiscal years ended September 30, 2022 and 2021, were $17,093 and $15,437, respectively, which equaled the required contributions for each year. The retiree portion of this contribution rate (OPEB portion) was 0.00% of covered payroll in calendar years 2022 and 2021.

Total OPEB Liability

The City's total OPEB liability (TOL) of $235,328 was measured as of December 31, 2021, and was determined by an actuarial valuation as of that date.

Actuarial Assumptions and Other Inputs

The total OPEB liability in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions and other inputs:

Inflation	2.50% per year
Salary Increase	3.50% to 11.50% including inflation
Discount Rate	1.84% (2.00% in prior year)

Mortality rates for retirees and beneficiaries are based on the gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates are projected on a fully generational basis by scale UMP to account for future mortality improvements. For disabled annuitants, the mortality tables for healthy retirees is used with a four-year set-forward for males and a three-year set-forward for females. In addition, a 3.5 percent and 3 percent minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Note 10: Postemployment Benefits Other Than Pensions (OPEB) (Continued)

Discount Rate

The current year discount rate used to measure the total OPEB liability was 1.84% and was based upon the Fidelity Index's "20-year Municipal GO AA Index" rate as of December 31, 2021. The prior year discount rate used to measure the total OPEB liability was 2.00% and was based upon the Fidelity Index's "20-year Municipal GO AA Index" rate as of December 31, 2020.

Changes in the Total OPEB Liability

	Total OPEB Liability
Balance at October 1, 2021	$ 202,121
Changes for the year:	
Service cost	45,143
Interest on total OPEB liability	4,480
Differences between expected & actual experience	(24,423)
Changes in assumptions and other inputs	9,375
Benefit payments*	(1,368)
Net changes	33,207
Balance at September 30, 2022	$ 235,328

*Due to the SBDF being considered an unfunded OPEB plan under GASB Statement No. 75, benefit payments are treated as being equal to the employer's yearly contribution for retirees.

The SDBF does not incur TMRS Administrative Expenses. The City is charged, and the administrative expenses are paid through the TMRS Defined Benefit Pension Plan recorded under GASB Statement No. 68.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Note 10: Postemployment Benefits Other Than Pensions (OPEB) (Continued)

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the City, calculated using the discount rate of 1.84%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (0.84%) or 1-percentage-point higher (2.84%) than the current rate:

	1 % Decrease (0.84%)	Discount Rate (1.84%)	1% Increase (2.84%)
Total OPEB liability	$ 306,653	$ 235,328	$ 183,668

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2022, the City recognized OPEB expense of $53,791. At year-end, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 87	$ 28,325
Changes in assumptions and other inputs	58,079	4,551
Contributions made subsequent to measurement date	12,715	-
Total	$ 70,881	$ 32,876

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Note 10: Postemployment Benefits Other Than Pensions (OPEB) (Continued)

$12,715 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability for the year ending September 30, 2023. Other amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended September 30:	Amount
2023	$ 4,168
2024	4,168
2025	4,168
2026	4,168
2027	3,619
Thereafter	4,999
Total	$ 25,290

Note 11: Deferred Compensation Plan

The City offers its employees a defined contribution, deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan is administered by ICMA Retirement Corporation, and the Trustee is VantageTrust Company. Benefit provisions are contained in the plan document and were established and can be amended by the action of City Council. All assets and income are held in trust for the exclusive benefit of participants and their beneficiaries; therefore, it is not reported in the financial statements of the City.

The plan, available to all full-time City employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency. The City does not contribute to the plan.

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Note 12: Transfers and Payments Within the Reporting Entity

Transfers and Payments

Transfers and payments within the reporting entity are substantially for the purposes of funding capital projects and asset acquisitions, transferring bond proceeds between funds, or maintaining debt service on a routine basis. Resources are accumulated in a fund to support and simplify the administration of various projects or programs. The following schedule reports transfers and payments within the reporting entity:

Fund	Transfers In	Transfers Out
General Fund	$ 948,720	$ (4,672,520)
Street Construction Fund	1,000,000	-
Bond Fund	22,897	(200,016)
Nonmajor Governmental Funds	3,649,624	-
Water and Sewer Fund	-	(748,705)
	$ 5,621,241	$ (5,621,241)

General Fund transfers-out is made up of four significant items. First, the City contributed to the Street Construction fund $1 million during FY 2022. In addition, the General Fund transferred $500,000 to the Stabilization Fund, $2.30 million was transferred to the Capital Acquisitions fund for various projects, and $849,624 was transferred to the City's Vehicle Replacement Program. Finally, non-Major Governmental funds include transfers from the General Fund and Parkland Fund, mainly for the procurement of capital outlay and improvements. Finally, bond fund transfers were to the general fund and were used for capital outlay.

Note 13: Contingencies

The City participates in various state and federal grant programs and contracts which are subject to financial and compliance audits by the grantors or their representatives. Audits of these programs for the year ended September 30, 2022, have not been conducted. Accordingly, the City's compliance with applicable grant and contract requirements will be established at some future date. The City expects that costs disallowed by these various awarding agencies, if any, would be minimal.

Note 14: Litigation

From time to time, the City is involved in litigation in the ordinary course of business. City management considers the likelihood of any material liability resulting from this litigation to be remote.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Note 15: UTRWD Contractual Requirements

The City has entered into a Participating Member Contract with Upper Trinity Regional Water District (UTRWD) for the use of sewer capacity in the Northeast Regional Water Reclamation System (Doe Branch Plant). In return for the utilization of 1,320,000 gallons of capacity at the Doe Branch Plant, along with the interceptor project, the City will pay annual facilities charges to UTRWD ranging from $810,335 to $1,576,320 beginning in fiscal year 2016 and continuing through fiscal year 2028.

The following is a summary of the City's contractual requirements for future payments under the agreements with UTRWD by year for next five years and in total thereafter:

Year Ending September 30,	Annual Requirement
2023	$ 1,579,710
2024	1,575,525
2025	1,575,935
2026	1,578,910
2027	1,576,130
Thereafter	25,472,660
Total required	$ 33,358,870

Note 16: Future Accounting Pronouncements

The GASB has issued the following new statements to be implemented in future years.

GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements* (GASB 94):

This statement addresses issues related to public-private and public-public partnership arrangements (PPPs) and availability payment arrangements (APAs). This statement will be effective for the City in fiscal year 2023. The City will evaluate the potential impact on the City's net position.

GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* (GASB 96):

This statement provides guidance on subscription-based information technology arrangements (SBITAs) to further report on government's obligations and assets from SBITAs. This statement will be effective for the City in fiscal year 2023. The City will evaluate the potential impact on the City's net position.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Notes to Financial Statements
September 30, 2022

Note 16: Future Accounting Pronouncements (Continued)

Statement No. 99, *Omnibus 2022* (GASB 99):

This statement improves comparability and consistency of application of accounting and financial reporting and also authoritative literature. This statement will be effective for the City in fiscal year 2023.

GASB Statement No. 100, *Accounting Changes and Error Corrections*—an amendment of GASB Statement No. 62 (GASB 100):

This statement improves the clarity and requirements for accounting changes and error corrections. This statement will be effective for the City in fiscal year 2024. The City will evaluate the potential impact on the City's net position.

GASB Statement No. 101, *Compensated Absences* (GASB 101):

This statement addresses the recognition and measurement of compensated absences. This statement will be effective for the City in fiscal year 2025. The City will evaluate the potential impact on the City's net position.

Note 17: Subsequent Events

The City issued a Notice of Intention to Issue Certificates of Obligation in one or more series in the principal amount not to exceed ninety-eight million dollars ($98,000,000) in January 2023. As of the date of this report, March 6, 2023, the bonds have not been sold.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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Required Supplementary Information

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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City of Celina, Texas

Schedule of Changes in Net Pension Liability (Asset) and Related Ratios

Last Eight Fiscal Years

	Fiscal Year							
	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability								
Service Cost	$ 1,813,918	$ 1,587,716	$ 1,389,740	$ 1,074,389	$ 760,238	$ 634,724	$ 477,763	$ 349,532
Interest (on the Total Pension Liability)	798,870	653,756	532,994	434,173	356,068	297,354	246,793	204,236
Changes of benefit terms	-	-	-	-	-	-	-	-
Difference between expected and actual experience	7,226	(39,432)	(31,250)	6,080	(3,776)	(42,188)	(33,873)	11,213
Change of assumptions	-	-	(150)	-	-	-	164,970	-
Benefit payments, including refunds of employee contributions	(193,295)	(137,309)	(265,215)	(151,399)	(73,590)	(92,022)	(16,986)	(25,289)
Net Change in Total Pension Liability	2,426,719	2,064,731	1,626,119	1,363,243	1,038,940	797,868	838,667	539,692
Total Pension Liability – Beginning	11,024,795	8,960,064	7,333,945	5,970,702	4,931,762	4,133,894	3,295,227	2,755,535
Total Pension Liability – Ending	$ 13,451,514	$ 11,024,795	$ 8,960,064	$ 7,333,945	$ 5,970,702	$ 4,931,762	$ 4,133,894	$ 3,295,227
Plan Fiduciary Net Position								
Contributions – employer	$ 857,813	$ 772,210	$ 650,019	$ 504,822	$ 357,923	$ 241,159	$ 188,960	$ 96,209
Contributions – employee	957,574	835,640	717,947	558,331	393,323	325,261	258,850	201,034
Net Investment income	1,496,793	705,428	1,095,951	(190,540)	691,169	285,732	5,594	190,520
Benefit payments, including refunds of employee contributions	(193,295)	(137,309)	(265,215)	(151,399)	(73,590)	(92,022)	(16,986)	(25,289)
Administrative expense	(6,892)	(4,545)	(6,169)	(3,673)	(3,576)	(3,223)	(3,406)	(1,988)
Other	47	(177)	(185)	(191)	(181)	(174)	(168)	(163)
Net Change in Plan Fiduciary Net Position	3,112,041	2,171,247	2,192,348	717,350	1,365,068	756,733	432,844	460,323
Plan Fiduciary Net Position – Beginning	11,425,260	9,254,013	7,061,665	6,344,315	4,979,247	4,222,514	3,789,670	3,329,347
Plan Fiduciary Net Position – Ending	$ 14,537,300	$ 11,425,260	$ 9,254,013	$ 7,061,665	$ 6,344,315	$ 4,979,247	$ 4,222,514	$ 3,789,670
Net Pension Liability (Asset) – Ending	$ (1,085,786)	$ (400,465)	$ (293,949)	$ 272,280	$ (373,613)	$ (47,485)	$ (88,620)	$ (494,443)
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	108.07%	103.63%	103.28%	96.29%	106.26%	100.96%	102.14%	115.00%
Covered Payroll	$ 13,679,622	$ 11,937,718	$ 10,256,387	$ 7,976,159	$ 5,618,903	$ 4,646,591	$ 3,697,854	$ 2,871,910
Net Pension Liability (Asset) as a Percentage of Covered Payroll	-7.94%	-3.35%	-2.87%	3.41%	-6.65%	-1.02%	-2.40%	-17.22%

The information in this schedule has been determined as of the measurement date (December 31) of the City's net pension liability and is intended to show information for 10 years. However, until a full 10-year trend is compiled in accordance with the provision of GASB 68, only periods for which such information is available are presented.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Schedule of Contributions
Last Eight Fiscal Years

	Fiscal Year							
	2022	2021	2020	2019	2018	2017	2016	2015
Actuarially determined contribution	$ 1,056,172	$ 796,174	$ 772,301	$ 624,122	$ 459,895	$ 324,728	$ 237,763	$ 162,349
Contributions in relation to the actuarially determined contribution	1,056,172	796,174	772,301	624,122	459,895	324,728	237,763	162,349
Contributions deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 16,654,068	$ 12,371,440	$ 11,996,779	$ 9,844,203	$ 7,245,746	$ 5,230,520	$ 4,486,771	$ 3,388,197
Contributions as a percentage of covered payroll	6.34%	6.44%	6.44%	6.34%	6.35%	6.21%	5.30%	4.79%

Schedule Notes:

Valuation Dates:

Notes	Actuarially determined contribution rates are calculated as of December 31 and become effective in January, 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	N/A
Asset Valuation Method	10 year smoothed market; 12% soft corridor
Inflation	2.50%
Salary Increases	3.50% to 11.50% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014 - 2018
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

Other Information:

Notes	There were no benefit changes during the year.

The information in this schedule has been determined as of the City's most recent fiscal year-end and is intended to show information for 10 years. However, until a full 10-year trend is compiled in accordance with the provision of GASB 68, only periods for which such information is available are presented.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas

Schedule of Changes in Total OPEB Liability and Related Ratios

Last Five Fiscal Years

	Actuarial Valuation and Measurement Date December 31,				
	2021	2020	2019	2018	2017
Total OPEB Liability					
Service cost	$ 45,143	$ 35,813	$ 21,538	$ 19,940	$ 12,362
Interest on the total OPEB liability	4,480	4,149	3,527	2,646	2,074
Changes of benefit terms	-	-	-	-	-
Difference between expected and actual experience	(24,423)	(3,930)	(5,434)	155	-
Changes in assumptions or other inputs	9,375	33,718	30,162	(8,000)	6,931
Benefit payments	(1,368)	(1,194)	(1,026)	-	-
Net Change in Total OPEB Liability	33,207	68,556	48,767	14,741	21,367
Total OPEB Liability – Beginning	202,121	133,565	84,798	70,057	48,690
Total OPEB Liability – Ending	$ 235,328	$ 202,121	$ 133,565	$ 84,798	$ 70,057
Covered Payroll	$ 13,679,622	$ 11,937,718	$ 10,256,387	$ 7,976,159	$ 5,618,903
Total OPEB Liability as a Percentage of Covered Payroll	1.72%	1.69%	1.30%	1.06%	1.25%

Schedule Notes:

Plan information:

Single-employer unfunded OPEB plan	There are no assets accumulated in a trust that meets the criteria in GASB Statement No.75 paragraph four to pay related benefits.

Changes of assumptions:

Changes of assumptions and other inputs reflect the effects of changes inthe discount rate each period. The following are the discount rates used in each period:

2017	3.31%
2018	3.71%
2019	2.75%
2020	2.00%
2021	1.84%

Actuarial Valuation & Measurement Date:	December 31

Significant actuarial assumptions used to measure the total OPEB liability:

Inflation	2.50%
Salary Increases	3.50% to 11.50%, including inflation
Discount Rate	1.84% (Based on Fidelity Index's "20-year Municipal GO AA Index" rate as of 12/31/21). 2.00% in prior year.
Retiree's Share of Benefit-related Costs	$0
Administrative expenses	All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No.68
Mortality - Service Retirees	2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP.
Mortality - Disabled Retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4 year set forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

*Due to the SDBF being considered an unfunded OPEB plan under GASB 75, benefit payments are treated as being equal to the employer's yearly contributions for retirees.

The information in this schedule has been determined as of the measurement date (December 31) of the City's total OPEB liability and is intended to show information for 10 years. However, until a full 10-year trend is compiled in accordance with the provision of GASB 75, only periods for which such information is available are presented.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)



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Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Combining and Individual Fund Financial Statements and Schedules

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)



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Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Major Governmental Funds

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)



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Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Major Governmental Funds

General Fund

Debt Service Fund

Capital Projects Funds

General Fund - reports as the primary operating fund of the City. This fund is used to account for all financial resources not reported in other funds.

Debt Service Fund – accounts for the accumulation of financial resources for the payment of principal and interest on the City's general obligation debt. The City annually levies ad valorem taxes restricted for the retirement of general obligation bonds, capital leases, and interest. This fund reports all such ad valorem taxes collected.

Street Construction Fund – accounts for the financing and acquisition of major capital street projects. Fund resources are provided primarily through bond sales and interest earnings. This major governmental fund does not have a legally adopted budget.

Parkland Fees Fund – accounts for the financing and acquisition of major capital park projects. Fund resources are provided primarily through developer park contributions and grants.

Bond Fund – to account for the acquisition or construction of streets and other capital projects being financed through bond proceeds, or transfers from other funds.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)



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Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Budgetary Comparison Schedule (GAAP Basis)
Debt Service Fund
For the Year Ended September 30, 2022

	Budgeted Amounts			
	Original	Final	Actual	Variance with Final Budget- Positive (Negative)
Revenues				
Ad valorem taxes	$ 5,291,030	$ 6,401,552	$ 6,428,145	$ 26,593
Interest	25,000	25,000	42,288	17,288
Total revenues	5,316,030	6,426,552	6,470,433	43,881
Expenditures				
Principal	2,605,000	2,605,000	2,605,000	-
Interest and Fiscal Charges	4,061,485	4,061,485	4,063,385	(1,900)
Bond issuance cost	2,150	2,150	-	2,150
Total expenditures	6,668,635	6,668,635	6,668,385	250
Excess (deficiency) of revenues over (under) expenditures	(1,352,605)	(242,083)	(197,952)	44,131
Net Change in Fund Balance	(1,352,605)	(242,083)	(197,952)	44,131
Fund Balance, Beginning of Year	2,166,835	2,166,835	2,166,835	-
Fund Balance, End of Year	$ 814,230	$ 1,924,752	$ 1,968,883	$ 44,131

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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Nonmajor Governmental Funds

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Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Nonmajor Governmental Funds

Roadway Impact Fees Fund – is used to account for fees paid by developers for construction of streets under the Roadway Impact Fees ordinance.

Capital Equipment Replacement Fund – to account for public safety capital replacements including vehicles and equipment.

Capital Acquisition Fund – established as a reserve fund for capital and smaller infrastructure needs. Funding is from transfers in from the General Fund.

Roadway Capital Recovery Fees Fund – to account for roadway capital recovery fees paid by developers to the City for roadway construction.

Technology Fund – to account for technology infrastructure improvements and computer hardware/software needs. Source of funding is from developer fees when obtaining building permits.

Stabilization Fund – Established to help the City maintain resiliency by ensuring adequate balance to cash flow requirements during economic turbulence.

Developer Capital Fees Fund – to account for Developer Fees paid to build capital projects per the agreements.

Court Special Revenue Fund – to account for the restricted Court fees to be used to pay for technology expenses and security expenses specific to the Court.

Other Special Revenue Funds – to account for various grants, PEG fees, hotel occupancy taxes, and other miscellaneous special revenues collected.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Combining Balance Sheet
Other Governmental Funds
September 30, 2022

	Roadway Impact Fees	Capital Equipment Replacement	Capital Acquisition	Roadway Capital Recovery Fees	Technology	Stabilization
Assets						
Cash and cash equivalents	$ 5,858,919	$ 4,586,872	$ 3,129,304	$ 7,106,745	$ 711,363	$ 1,513,254
Accounts receivable	-	-	-	-	-	-
Lease receivable	-	-	-	-	-	-
Prepaids	-	-	-	-	-	-
Total assets	$ 5,858,919	$ 4,586,872	$ 3,129,304	$ 7,106,745	$ 711,363	$ 1,513,254
Liabilities						
Accounts payable	$ 111,072	$ -	$ 24,314	$ 365,108	$ 12,990	$ -
Total liabilities	111,072	-	24,314	365,108	12,990	-
Deferred Inflows of Resources						
Lease related	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-
Fund Balances						
Nonspendable						
Prepaids and inventory	-	-	-	-	-	-
Restricted for						
Capital projects	5,747,847	-	-	6,741,637	-	-
Law enforcement	-	-	-	-	-	-
Courts	-	-	-	-	-	-
PEG	-	-	-	-	-	-
Hotel	-	-	-	-	-	-
Technology	-	-	-	-	698,373	-
Assigned	-	4,586,872	3,104,990	-	-	1,513,254
Unassigned	-	-	-	-	-	-
Total fund balances	5,747,847	4,586,872	3,104,990	6,741,637	698,373	1,513,254
Total liabilities and fund balances	$ 5,858,919	$ 4,586,872	$ 3,129,304	$ 7,106,745	$ 711,363	$ 1,513,254

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Combining Balance Sheet (Continued)
Other Governmental Funds
September 30, 2022

Developer Capital Fees	Court Special Revenue	Other Special Revenue Funds	Total Nonmajor Governmental Funds
$ 1,907,941	$ 148,846	$ 1,837,074	$ 26,800,318
-	-	240,854	240,854
-	-	2,879,425	2,879,425
-	-	21,553	21,553
$ 1,907,941	$ 148,846	$ 4,978,906	$ 29,942,150
66,000	$ -	$ 11,617	$ 591,101
66,000	-	11,617	591,101
-	-	2,812,650	2,812,650
-	-	2,812,650	2,812,650
-	-	21,553	21,553
1,841,941	-	1,920,426	16,251,851
-	-	120,031	120,031
-	148,846	-	148,846
-	-	68,964	68,964
-	-	23,665	23,665
-	-	-	698,373
-	-	-	9,205,116
-	-	-	-
1,841,941	148,846	2,154,639	26,538,399
$ 1,907,941	$ 148,846	$ 4,978,906	$ 27,129,500

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances

Other Governmental Funds

For the Fiscal Year Ended September 30, 2022

	Roadway Impact Fees	Capital Equipment Replacement	Capital Acquisition	Roadway Capital Recovery Fees	Technology	Stabilization
Revenues						
Special events and donations	$ -	$ -	$ -	$ -	$ -	$ -
Impact and capital recovery fees	3,554,843	-	-	2,186,894	-	-
Other income	-	-	-	1,261,523	395,100	-
Interest	40,544	33,310	10,007	56,679	5,509	10,419
Intergovernmental	-	-	2,250,000	-	-	-
Federal, state, and local grants	-	-	-	-	-	-
Total revenues	3,595,387	33,310	2,260,007	3,505,096	400,609	10,419
Expenditures						
Current						
Administration	-	-	-	-	250,386	-
Development services	-	-	-	61,500.00	-	-
Public works	177,554	-	151,238	-	-	-
Police department	-	-	-	-	-	-
Main street project	-	-	-	-	-	-
Capital Outlay	729,436	308,365	2,424,375	2,656,565	-	-
Total expenditures	906,990	308,365	2,575,613	2,718,065	250,386	-
Excess (deficiency) of revenues over (under) expenditures	2,688,397	(275,055)	(315,606)	787,031	150,223	10,419
Other Financing Sources (Uses)						
Sale of capital assets	-	36,221	-	-	-	-
Transfers in	-	849,624	2,300,000	-	-	500,000
Total other financing sources (uses)	-	885,845	2,300,000	-	-	500,000
Net Change in Fund Balances	2,688,397	610,790	1,984,394	787,031	150,223	510,419
Fund Balances, Beginning of Year	3,059,450	3,976,082	1,120,596	5,954,606	548,150	1,002,835
Fund Balances, End of Year	$ 5,747,847	$ 4,586,872	$ 3,104,990	$ 6,741,637	$ 698,373	$ 1,513,254

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)

Other Governmental Funds

For the Fiscal Year Ended September 30, 2022

Developer Capital Fees	Court Special Revenue	Other Special Revenue Funds	Total Nonmajor Governmental Funds
$ -	$ -	$ 26,604	$ 26,604
636,485	-	-	6,378,222
-	15,715	1,573,761	3,246,099
3,282	1,182	12,207	173,139
-	-	-	2,250,000
-	-	1,926	1,926
639,767	16,897	1,614,498	12,075,990
-	-	140,886	391,272
224,526	-	-	286,026
-	-	-	328,792
-	-	39,802	39,802
-	-	36,325	36,325
-	-	-	6,118,741
224,526	-	217,013	7,200,958
415,241	16,897	1,397,485	4,875,032
-	-	-	36,221
-	-	-	3,649,624
-	-	-	3,685,845
415,241	16,897	1,397,485	8,560,877
1,426,700	131,949	757,154	17,977,522
$ 1,841,941	$ 148,846	$ 2,154,639	$ 26,538,399

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)



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Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Discretely Presented Component Units Financial Statements

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Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas

Balance Sheet – Celina Economic Development Corporation

Discretely Presented Component Unit

September 30, 2022

Assets		
Cash and cash equivalents	$	2,540,312
Sales tax receivable		325,644
Total assets		2,865,956
Liabilities		
Accounts payable		49,987
Accrued salaries and benefits		32,286
Total liabilities		82,273
Fund Balance		
Restricted for economic development		2,783,683
Total fund balance	$	2,783,683
Amounts reported for governmental activities in the statement of net position are different because:		
Long-term liabilities are not due and payable in the current period, and therefore, are not reported in the funds.		(296,681)
Net position of governmental activities	$	2,487,002

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas

Statement of Revenues, Expenditures, and Changes in Fund Balance
Celina Economic Development Corporation
Discretely Presented Component Unit
Year Ended September 30, 2022

Revenues		
Sales tax	$	1,774,943
Miscellaneous		3,000
Unrestricted investment earnings		41,641
Total general revenues		1,819,584
Expenditures		
Economic development		1,226,454
Total expenditures		1,226,454
Change in Fund Balance		593,130
Fund Balance – Beginning of Year		2,190,553
Fund Balance – End of Year	$	2,783,683
Amounts reported for governmental activities in the statement of activities are different because:		
Net change in fund balance	$	593,130
Repayment of debt is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position		463,304
Change in net position of governmental activities	$	1,056,434

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Balance Sheet - Celina Community Development Corporation
Discretely Presented Component Unit
September 30, 2022

Assets		
Cash and cash equivalents	$	2,007,194
Sales tax receivable		325,644
Total assets		2,332,838
Fund Balance/Net Position		
Restricted for economic development		2,332,838
Total fund balance/net position	$	2,332,838

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas

Statement of Revenues, Expenditures, and Changes in Fund Balance

Celina Community Development Corporation

Discretely Presented Component Unit

Year Ended September 30, 2022

Revenues		
Sales tax	$	1,774,943
Unrestricted investment earnings		16,812
Total general revenues		1,791,755
Expenditures		
Community development		2,250,000
Total expenditures		2,250,000
Change in Fund Balance/Net Position		(458,245)
Fund Balance/Net Position – Beginning of Year		2,791,083
Fund Balance/Net Position – End of Year	$	2,332,838

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Statistical Section (Unaudited)

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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Statistical Section

This section of the City of Celina's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, notes disclosures, and required supplementary information says about the City's overall financial health. This information has not been audited by the independent auditor.

Contents	**Table Numbers**
Financial Trends These tables contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	1-5
Revenue Capacity These tables contain information to help the reader assess the City's two most significant revenue sources-property and sales taxes.	6-9
Debt Capacity These tables present information to help the reader assess the affordability of the City's current level of outstanding debt and the City's ability to issue additional debt in the future.	10-14
Economic and Demographic Information These tables offer economic and demographic indicators to help the reader understand the environment within which the City's financial activities take place.	15-16
Operating Information These tables contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides.	17-19

Source: Unless otherwise noted, the information in these tables is derived from the City's past audit reports for the relevant year.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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City of Celina, Texas
Net Position by Component
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

Table 1

	Fiscal Year									
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Governmental Activities										
Net Investment in capital assets	$ 7,800,853	$ 7,667,954	$ 8,693,312	$ 13,138,978	$ 13,184,763	$ 32,376,605	$ 20,672,418	$ 51,424,407	$ 83,742,420	$ 102,946,241
Restricted	2,560,845	4,535,511	4,675,044	5,340,173	5,848,514	6,361,057	3,979,639	4,925,334	13,176,802	19,290,037
Unrestricted	2,086,188	3,900,225	6,325,979	7,893,951	11,575,127	10,218,998	30,927,875	25,553,066	28,745,889	39,072,195
Total governmental activities net position	12,447,886	16,103,690	19,694,335	26,373,102	30,608,404	48,956,660	55,579,932	81,902,807	125,665,111	161,308,473
Business-type Activities										
Net Investment in capital assets	7,485,220	9,589,572	11,575,656	12,078,113	13,079,265	18,675,162	30,124,340	54,394,479	55,835,300	89,549,445
Restricted	-	-	-	-	-	-	-	44,092	56,065	152,009
Unrestricted	887,007	1,103,837	2,120,144	1,733,702	3,171,397	5,862,371	10,028,343	16,804,092	50,683,069	60,358,870
Total business-type activities net position	8,372,227	10,693,409	13,695,800	13,811,815	16,250,662	24,537,533	40,152,683	71,242,663	106,574,434	150,060,324
Primary Government										
Net Investment in capital assets	15,286,073	17,257,526	20,268,968	25,217,091	26,264,028	51,051,767	50,796,758	105,818,886	139,577,720	192,495,686
Restricted	2,560,845	4,535,511	4,675,044	5,340,173	5,848,514	6,361,057	3,979,639	4,969,426	9,401,692	19,442,046
Unrestricted	2,973,195	5,004,062	8,446,123	9,627,653	14,746,524	16,081,369	40,956,218	42,357,158	83,260,133	99,431,065
Total primary government net position	$ 20,820,113	$ 26,797,099	$ 33,390,135	$ 40,184,917	$ 46,859,066	$ 73,494,193	$ 95,732,615	$ 153,145,470	$ 232,239,545	$ 311,368,797

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

Table 2

	Fiscal Year				
	2013	2014	2015	2016	2017
Expenses					
Governmental activities					
Administration	$ 950,109	$ 1,203,576	$ 1,170,613	$ 1,592,794	$ 2,624,918
Judicial	79,863	88,531	84,853	102,803	155,521
Fire and emergency services	1,541,465	1,213,416	1,453,477	1,957,077	2,414,778
Development services	417,119	708,220	529,067	683,599	887,990
Public works	515,098	725,922	824,527	1,080,661	1,104,523
Police Department	803,634	806,191	1,114,266	1,532,829	1,877,574
Parks and Recreation	556,654	448,202	886,212	1,084,077	1,263,538
Library	134,625	134,815	140,104	152,664	169,326
Infrastructure	203,273	202,699	198,868	211,300	353,119
Bond issuance costs	135,388	26,869	70,510	65,279	55,176
Main street program	399,992	72,326	-	-	-
Interest and fiscal charges	457,748	585,469	635,090	710,249	787,001
Total governmental activities expenses	6,194,968	6,216,236	7,107,587	9,173,332	11,693,464
Business Type Activities					
Water, sewer and sanitation services	3,464,334	3,496,782	4,284,806	8,508,496	10,811,473
Total business-type activities expenses	3,464,334	3,496,782	4,284,806	8,508,496	10,811,473
Total primary government expenses	9,659,302	9,713,018	11,392,393	17,681,828	22,504,937
Program Revenues					
Governmental activities					
Charges for services	1,113,468	2,082,694	3,755,293	4,265,112	6,391,343
Operating grants/contributions	-	61,432	214,115	368,784	356,258
Capital grants/contributions	2,344,763	2,403,093	625,237	2,578,809	1,011,625
Total governmental activities program revenues	3,458,231	4,547,219	4,594,645	7,212,705	7,759,226
Business-type Activities					
Charges for services					
Water, sewer and sanitation services	4,781,510	6,154,311	7,518,331	10,057,113	13,590,654
Capital grants/contributions	-	-	45,289	800,100	-
Total business-type activities program revenues	4,781,510	6,154,311	7,563,620	10,857,213	13,590,654
Total primary governmental program revenues	8,239,741	10,701,530	12,158,265	18,069,918	21,349,880
Net (Expense) Revenues					
Governmental activities	(2,736,737)	(1,668,747)	(2,512,942)	(1,960,627)	(3,934,238)
Business-type activities	1,317,176	2,657,529	3,278,811	2,348,717	2,779,181
Total primary government program revenues net expenses	(1,419,561)	988,782	765,869	388,090	(1,155,057)
General Revenues and Other Changes in Net Position					
Governmental Activities					
Taxes					
Ad valorem	3,129,835	3,333,015	3,739,841	4,458,401	5,362,919
Sales	384,289	505,221	603,949	733,881	958,350
Franchise	325,167	320,805	364,763	429,102	370,949
Other	636,943	817,733	438,820	671,241	985,322
Unrestricted investment earnings	-	-	-	-	-
Transfers	345,000	348,050	395,000	2,346,769	492,000
Contributions from component unit	-	-	-	-	-
Total governmental activities	4,821,234	5,324,824	5,542,373	8,639,394	8,169,540
Business-type activities					
Other	38,126	11,703	39,470	114,067	151,666
Grants not restricted to specific programs	-	-	-	-	-
Transfers	(325,000)	(348,050)	(395,000)	(2,346,769)	(492,000)
Total business-type activities	(286,874)	(336,347)	(355,530)	(2,232,702)	(340,334)
Total primary governmental revenues	4,534,360	4,988,477	5,186,843	6,406,692	7,829,206
Changes in Net Position					
Governmental activities	2,084,497	3,656,077	3,029,431	6,678,767	4,235,302
Business-type activities	1,030,302	2,321,182	2,923,281	116,015	2,438,847
Total primary government program net expenses	$ 3,114,799	$ 5,977,259	$ 5,952,712	$ 6,794,782	$ 6,674,149

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

Table 2 (Continued)

	Fiscal Year				
	2018	2019	2020	2021	2022
Expenses					
Governmental activities					
Administration	$ 3,305,724	$ 3,613,202	$ 4,676,077	$ 5,295,666	$ 6,478,575
Judicial	173,809	169,960	166,725	204,724	193,302
Fire and emergency services	2,898,525	4,516,435	5,406,951	5,912,755	6,620,651
Development services	1,812,852	2,844,946	6,177,019	7,529,485	8,535,165
Public works	5,760,436	1,625,818	2,888,942	2,636,498	2,097,180
Police Department	2,598,590	3,219,436	3,729,439	4,627,454	5,178,526
Parks and Recreation	1,284,123	1,480,614	1,853,913	1,886,673	1,883,123
Library	230,781	231,803	252,721	244,058	317,775
Infrastructure	823,826	1,010,684	-	-	-
Bond issuance costs	59,285	61,612	-	828,202	301,079
Main street program	-	1,953,396	142,972	75,898	36,325
Interest and fiscal charges	840,645	-	1,752,515	1,492,701	3,333,335
Total governmental activities expenses	19,788,596	20,727,906	27,047,274	30,734,113	34,975,036
Business Type Activities					
Water, sewer and sanitation services	12,887,075	14,811,593	17,188,107	19,876,311	22,337,443
Total business-type activities expenses	12,887,075	14,811,593	17,188,107	19,876,311	22,337,443
Total primary government expenses	32,675,671	35,539,499	44,235,381	50,610,424	57,312,479
Program Revenues					
Governmental Activities					
Charges for Services	7,865,830	11,837,197	13,048,290	25,842,056	32,332,998
Operating Grants/Contributions	201,610	1,291,079	2,764,624	3,636,696	2,347,930
Capital Grants/Contributions	20,365,689	180,890	15,870,800	19,822,044	10,081,541
Total Governmental Activities Program Revenues	28,433,129	13,309,166	31,683,714	49,300,796	44,762,469
Business-type Activities					
Charges for services					
Water, sewer and sanitation services	16,506,407	21,133,549	26,722,197	41,304,183	43,119,619
Capital grants/contributions	3,432,870	-	23,622,709	13,904,905	22,459,804
Total business-type activities program revenues	19,939,277	21,133,549	50,344,906	55,209,088	65,579,423
Total primary governmental program revenues	48,372,406	34,442,715	82,028,620	104,509,884	110,341,892
Net (Expense) Revenues					
Governmental activities	8,644,533	(7,418,740)	4,636,440	18,566,683	9,787,433
Business-type activities	7,052,202	6,321,956	33,156,799	35,332,777	43,241,980
Total primary government program revenues net expenses	15,696,735	(1,096,784)	37,793,239	53,899,460	53,029,413
General Revenues and Other Changes in Net Position					
Governmental Activities					
Taxes					
Ad valorem	7,464,462	9,856,619	10,679,289	12,892,450	16,242,263
Sales	1,150,663	1,248,168	1,823,693	2,652,260	3,213,081
Franchise	420,352	516,777	602,603	602,037	783,188
Other	1,613,911	2,027,855	4,654,145	8,714,771	3,951,136
Unrestricted investment earnings	-	-	-	-	917,556
Transfers	(907,706)	527,000	2,752,921	334,103	748,705
Contributions from component unit	-	-	1,173,784	-	-
Total governmental activities	9,741,682	14,176,419	21,686,435	25,195,621	25,855,929
Business-type activities					
Other	332,227	1,124,765	686,102	333,097	776,837
Grants not restricted to specific programs	-	-	-	-	215,778
Transfers	907,706	(527,000)	(2,752,921)	(334,103)	(748,705)
Total business-type activities	1,239,933	597,765	(2,066,819)	(1,006)	243,910
Total primary governmental revenues	10,981,615	14,774,184	19,619,616	25,194,615	26,099,839
Changes in Net Position					
Governmental activities	18,386,215	6,757,679	26,322,875	43,762,304	35,643,362
Business-type activities	8,292,135	6,919,721	31,089,980	35,331,771	43,485,890
Total primary government program net expenses	$ 26,678,350	$ 13,677,400	$ 57,412,855	$ 79,094,075	$ 79,129,252

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City of Celina, Texas

Government Activities – Tax Revenues by Source
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

Table 3

Fiscal Year	Property Tax	Sales Tax	Franchise Tax	Total
2013	$ 3,154,251	$ 384,289	$ 325,167	$ 3,863,707
2014	$ 3,314,591	$ 505,221	$ 320,805	$ 4,140,617
2015	$ 3,754,816	$ 603,949	$ 364,763	$ 4,723,528
2016	$ 4,453,862	$ 733,881	$ 429,102	$ 5,616,845
2017	$ 5,374,888	$ 958,350	$ 370,949	$ 6,704,187
2018	$ 7,454,528	$ 1,150,663	$ 420,352	$ 9,025,543
2019	$ 9,856,619	$ 1,248,168	$ 516,777	$ 11,621,564
2020	$ 10,679,289	$ 1,823,693	$ 602,603	$ 13,105,585
2021	$ 12,892,450	$ 2,652,260	$ 602,037	$ 16,146,747
2022	$ 16,242,263	$ 3,213,081	$ 783,188	$ 20,238,532

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City of Celina, Texas
Fund Balances – Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)
(Unaudited)

Table 4

	Fiscal Year				
	2013	2014	2015	2016	2017
General Fund					
Nonspendable					
Prepaids	$ -	$ 20,784	$ 19,941	$ 2,230	$ 3,013
Unassigned	2,187,130	3,037,176	4,585,888	7,130,005	6,562,842
Total general fund	$ 2,187,130	$ 3,057,960	$ 4,605,829	$ 7,132,235	$ 6,565,855
All Other Government Funds					
Nonspendable					
Prepaids and inventory	$ -	$ -	$ -	$ -	$ -
Restricted for					
Debt service	515,274	541,370	646,075	901,524	1,369,343
Capital projects	6,144,848	10,880,463	7,021,861	7,083,988	13,033,951
Law enforcement	-	-	-	-	-
Courts	-	-	-	-	-
Grants	-	-	-	-	-
PEG	-	-	-	-	-
Hotel	-	-	-	-	-
Technology	-	-	-	-	-
Assigned for use in specific funds	-	-	-	-	-
Unassigned	-	-	-	-	168,342
Total all other governmental funds	$ 6,660,122	$ 11,421,833	$ 7,667,936	$ 7,985,512	$ 14,571,636

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Fund Balances – Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)
(Unaudited)

Table 4 (Continued)

	Fiscal Year				
	2018	2019	2020	2021	2022
General Fund					
Nonspendable					
Prepaids and inventory	$ 7,322	$ 14,827	$ 5,786	$ 227,911	$ 41,181
Unassigned	8,903,854	10,924,630	8,860,057	16,328,612	23,421,150
Total general fund	$ 8,911,176	$ 10,939,457	$ 8,865,843	$ 16,556,523	$ 23,462,331
All Other Government Funds					
Nonspendable					
Prepaids and inventory	$ -	$ -	$ -	$ 873,057	$ 894,610
Restricted for					
Debt service	1,813,530	2,497,665	2,228,648	2,166,835	1,968,883
Capital projects	29,063,864	30,026,311	19,963,891	65,461,702	87,464,361
Law enforcement	-	22,542	25,833	36,620	120,031
Courts	-	114,323	122,992	131,949	148,846
Grants	-	10,948	25,727	12,955	-
PEG	-	90,354	46,708	58,548	68,964
Hotel	-	-	12,823	14,835	23,665
Technology	-	-	-	548,150	698,373
Assigned for use in specific funds	-	7,973,971	9,269,049	10,935,124	16,040,078
Unassigned	623,156	58,548	58,548	-	-
Total all other governmental funds	$ 31,500,550	$ 40,794,662	$ 31,754,219	$ 80,239,775	$ 107,427,811

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas

Change in Fund Balances – Governmental Funds

Last Ten Fiscal Years (Unaudited)

Table 5

	Fiscal Year				
	2013	2014	2015	2016	2017
Revenues					
Property taxes	$ 3,154,251	$ 3,314,591	$ 3,754,816	$ 4,453,862	$ 5,374,888
Franchise taxes	325,167	320,805	364,763	429,102	370,949
Sales taxes	384,289	505,221	603,949	733,881	958,350
Permits/inspection fees	455,454	1,321,510	1,767,856	2,357,289	3,959,914
Component unit contributions	320,000	170,000	320,000	200,000	200,000
Development fees	124,743	239,739	924,249	509,870	1,245,943
Developer contributions	-	-	-	-	-
Fire Department/EMS fees	174,678	196,753	241,005	910,360	817,691
Fines	197,248	155,962	254,370	283,758	209,806
Special events and donations	142,682	305,430	221,696	373,421	250,214
Park fees	161,345	169,000	602,626	2,215,582	1,178,028
Impact and capital recovery fees	-	-	-	-	-
Other income	85,140	296,867	92,349	397,657	508,311
Interest income	63,021	90,424	111,901	111,776	183,077
Grants	2,344,763	2,404,258	519,701	518,784	1,570
Total revenues	7,932,781	9,490,560	9,779,281	13,495,342	15,258,741
Expenditures					
Administration	870,419	1,106,865	1,133,574	1,458,673	2,433,180
Judicial	79,863	88,531	84,853	99,803	153,213
Fire and EMS	1,057,979	1,083,464	1,316,275	1,731,896	2,041,407
Development services	417,119	702,862	524,712	675,267	868,862
Public works	508,439	505,659	806,788	1,023,572	943,895
Police department	741,361	770,254	1,046,160	1,414,488	1,688,094
Parks and Rec	349,742	443,625	667,908	819,539	959,343
Library	134,625	135,315	140,857	153,752	165,768
Main street	135,388	26,869	70,510	65,279	55,176
Capital outlay	3,977,688	1,421,925	5,253,351	8,542,536	3,656,718
Debt service					
Principal retirement	500,525	510,445	678,366	841,124	1,005,685
Interest and fiscal charges	490,987	610,693	669,480	724,025	782,253
Bond issuance costs	399,992	72,326	-	-	74,569
Total expenditures	9,664,127	7,478,833	12,392,834	17,549,954	14,828,163
Excess (deficiency) of revenues over (under) expenditures	(1,731,346)	2,011,727	(2,613,553)	(4,054,612)	430,578
Other Financing Sources (Uses)					
Sales of Assets	26,100	15,279	12,525	41,825	634,597
Capital Leases	30,752	-	-	-	-
Bond premium	-	-	-	-	-
Issuance of refunding bonds	-	-	-	-	-
Payments to refunding bond escrow agent	-	-	-	-	-
Note/Bond Proceeds	5,719,585	3,257,485	-	4,510,000	4,462,569
Contributions from component unit	-	-	-	-	-
Capital contributions	-	-	-	-	-
Transfers in (out)	345,000	348,050	395,000	2,346,769	492,000
Total other financing sources (uses)	6,121,437	3,620,814	407,525	6,898,594	5,589,166
Net Changes in Fund Balances	$ 4,390,091	$ 5,632,541	$ (2,206,028)	$ 2,843,982	$ 6,019,744
Debt Service as a percentage of Non-Capital Expenditures	23.09%	23.05%	23.27%	21.03%	19.21%

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas

Change in Fund Balances – Governmental Funds

Last Ten Fiscal Years (Unaudited)

Table 5 (Continued)

	Fiscal Year				
	2018	2019	2020	2021	2022
Revenues					
Property taxes	$ 7,454,528	$ 9,864,233	$ 10,747,355	$ 12,777,734	$ 16,208,733
Franchise taxes	420,352	516,777	602,603	602,037	783,188
Sales taxes	1,150,663	1,248,168	1,823,693	2,652,260	3,213,081
Permits/inspection fees	5,982,027	6,716,762	8,643,113	16,190,503	17,466,229
Component unit contributions	200,000	360,000	-	-	-
Development fees	119,344	110,486	232,805	2,737,506	865,154
Developer contributions	-	180,890	119,478	111,126	103,646
Fire Department/EMS fees	1,031,818	1,075,263	1,627,366	1,214,615	2,575,378
Fines	142,332	137,299	138,339	95,995	169,647
Special events and donations	165,188	129,814	131,482	281,433	279,990
Park fees	1,624,159	2,855,844	2,343,250	5,295,776	4,565,744
Impact and capital recovery fees	-	-	-	6,429,565	6,378,222
Other income	1,427,017	1,765,739	3,643,263	1,918,669	3,935,550
Interest income	436,017	1,031,375	995,261	366,537	917,556
Grants	1,610	808,276	2,764,624	3,636,696	2,347,930
Total revenues	20,155,055	26,800,926	33,812,632	54,310,452	59,810,048
Expenditures					
Administration	3,036,201	3,451,032	4,252,519	4,561,954	6,684,391
Judicial	172,610	166,197	163,761	181,964	193,302
Fire and EMS	2,445,213	3,930,238	4,490,395	4,974,980	5,705,911
Development services	1,787,306	2,799,375	3,674,903	5,211,399	5,052,683
Public works	5,604,030	1,411,826	2,707,462	2,388,149	2,085,811
Police department	2,374,037	2,935,005	3,513,316	4,339,652	5,114,496
Parks and Rec	978,479	1,104,513	1,376,035	1,789,800	1,623,183
Library	230,090	229,797	245,418	242,967	296,204
Main street	59,285	61,612	62,944	75,898	36,325
Capital outlay	3,837,902	14,435,482	25,537,609	34,750,342	28,047,957
Debt service					
Principal retirement	1,436,110	2,028,202	2,912,011	3,340,200	2,605,000
Interest and fiscal charges	908,016	2,151,331	2,057,217	2,012,300	4,063,385
Bond issuance costs	146,002	-	-	828,202	301,079
Total expenditures	23,015,281	34,704,610	50,993,590	64,697,807	61,809,727
Excess (deficiency) of revenues over (under) expenditures	(2,860,226)	(7,903,684)	(17,180,958)	(10,387,355)	(1,999,679)
Other Financing Sources (Uses)					
Sales of Assets	-	-	-	-	36,221
Capital Leases	-	340,818	-	-	-
Bond premium	-	-	-	6,595,450	4,033,597
Issuance of refunding bonds	-	-	-	7,290,000	-
Payments to refunding bond escrow agent	-	-	-	(7,882,414)	-
Note/Bond Proceeds	23,042,167	18,014,140	-	60,285,000	31,275,000
Contributions from component unit	-	-	1,173,784	-	
Capital contributions	-	-	140,196	-	
Transfers in (out)	(907,706)	527,000	2,752,921	334,103	748,705
Total other financing sources (uses)	22,134,461	18,881,958	4,066,901	66,622,139	36,093,523
Net Changes in Fund Balances	$ 19,274,235	$ 10,978,274	$ (13,114,057)	$ 56,234,784	$ 34,093,844
Debt Service as a percentage of Non-Capital Expenditures	14.05%	25.98%	19.52%	17.87%	19.81%

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas

Assessed Value of Taxable Property
(Per $100 of Assessed Value)
Last Ten Fiscal Years (Unaudited)

Table 6

Fiscal Year	Land/Improvements	Personal Property	Less: Tax-Exempt Property	Total Taxable Assessed Value[a]
2013	$ 492,268,497	$ 28,803,142	$ 38,276,037	$ 482,795,602
2014	$ 527,994,375	$ 25,373,941	$ 44,142,297	$ 509,226,019
2015	$ 575,171,296	$ 29,266,740	$ 48,889,169	$ 555,548,867
2016	$ 734,250,874	$ 34,259,626	$ 106,840,408	$ 661,670,092
2017	$ 951,809,128	$ 39,416,023	$ 117,402,829	$ 873,822,322
2018	$ 1,191,727,090	$ 49,306,703	$ 132,932,108	$ 1,108,101,685
2019	$ 1,641,821,879	$ 57,224,752	$ 194,483,109	$ 1,504,563,522
2020	$ 2,013,074,011	$ 71,064,516	$ 217,620,776	$ 1,866,517,751
2021	$ 2,518,491,508	$ 79,119,287	$ 288,467,439	$ 2,309,143,356
2022	$ 4,149,225,535	$ 93,068,477	$ 363,000,813	$ 3,879,293,199

Source: Collin County Central Appraisal District and Denton County Appraisal District

Notes: Property is reassessed annually at actual value; therefore, the assessed values are equal to the actual values. Tax rates are per $100 of assessed value.

[a] Includes adjustments to certified rolls. Fiscal Year reports Certified Tax Report from prior calendar year

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Direct and Overlapping Property Tax Rates
(Per $100 of Assessed Value)
Last Ten Fiscal Years (Unaudited)

Table 7

	City Direct Rates			Overlapping Rates				
Fiscal Year	Operating/ General Rate	General Obligation Debt Service	Total Direct	Celina ISD	Prosper ISD	Collin County	Denton County	Collin County Community College
2013	0.4755	0.1695	0.6450	1.6400	1.6700	0.2400	0.2849	0.0863
2014	0.4652	0.1834	0.6486	1.6400	1.6700	0.2375	0.2722	0.0836
2015	0.4327	0.2123	0.6450	1.6400	1.6700	0.2350	0.2620	0.0820
2016	0.4335	0.2115	0.6450	1.6400	1.6700	0.2250	0.2484	0.0820
2017	0.4233	0.2217	0.6450	1.6400	1.6700	0.2250	0.2378	0.0820
2018	0.4278	0.2172	0.6450	1.6400	1.6700	0.1922	0.2255	0.0798
2019	0.4537	0.1913	0.6450	1.6400	1.6700	0.1808	0.2253	0.0812
2020	0.4531	0.1919	0.6450	1.5489	1.5684	0.1750	0.2250	0.0812
2021	0.4294	0.2156	0.6450	1.4832	1.4927	0.1725	0.2331	0.0812
2022	0.4294	0.2156	0.6450	1.4409	1.4603	0.1681	0.2331	0.0812

Source: Collin County Appraisal District and Denton County Appraisal District

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Principal Property Tax Payers
Current Year and Nine Years Ago (Unaudited)
(Total $)

Table 8

	2022				2013		
Taxpayer	Taxable Assessed Value	Rank	Percentage of Taxable Assessed Value	Taxpayer	Taxable Assessed Value	Rank	Percentage of Taxable Assessed Value
Celina Residences LLC	$ 31,490,716	1	0.81%	FINI Enterprises Inc	$ 6,145,926	1	1.27%
M/I Homes of DFW LLC	25,960,740	2	0.67%	TXI Operations LP	4,056,109	2	0.84%
CRP/AR Pose Frontier Owner LP	24,676,501	3	0.64%	Brookshire Grocery Co	3,916,538	3	0.81%
Celina 682 Partners	23,837,412	4	0.61%	Celina Town Center Ltd	3,885,687	4	0.80%
Nexmetro Parkway LP	22,424,695	5	0.58%	SRB Partners LLC	3,810,670	5	0.79%
Highland Homes	18,102,391	6	0.47%	All Storage Celina LLC	3,300,000	6	0.68%
All Storage Celina LLC	17,315,091	7	0.45%	BNSF RR Co	3,195,196	7	0.66%
Lilyana Phase 4 LLC	15,513,434	8	0.40%	Bobcat Crossing LTD	3,089,780	8	0.64%
First Texas Homes Inc	14,368,968	9	0.37%	19 FM LTD	3,060,112	9	0.63%
Celina Real Estate LLC	10,850,562	10	0.28%	Celina Crossing NO 1 LP	2,430,430	10	0.50%
Total	$ 204,540,510		5.27%	Total	$ 36,890,448		7.64%

Source: Collin County Appraisal District

Notes: Tax Payers are assessed on January 1, 2021 for the 2022 fiscal year and January 1, 2012 for the 2013 fiscal year.

The majority of the property taxes are collected in Collin County; therefore, those principal taxpayers are shown above.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Property Tax Levies and Collections
(Unaudited)

Table 9

Fiscal Year	Total Tax Levy for Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	% of Levy		Amount	% of Levy
2013	$ 3,165,953	$ 3,106,333	98.12%	$ 73,041	3,165,953	100.00%
2014	$ 3,324,379	$ 3,267,776	98.30%	$ 59,620	3,324,379	100.00%
2015	$ 3,776,218	$ 3,629,138	96.11%	$ 56,603	3,776,218	100.00%
2016	$ 4,483,759	$ 4,261,734	95.05%	$ 147,080	4,483,759	100.00%
2017	$ 5,579,944	$ 5,396,743	96.72%	$ 222,025	5,579,944	100.00%
2018	$ 7,659,627	$ 7,129,348	93.08%	$ 183,201	7,659,628	100.00%
2019	$ 10,770,158	$ 10,292,771	95.57%	$ 530,280	10,770,157	100.00%
2020	$ 12,058,075	$ 11,897,363	98.67%	$ 477,386	11,990,656	99.44%
2021	$ 14,855,572	$ 14,758,839	99.35%	$ 93,293	14,758,839	99.35%
2022	$ 18,919,351	$ 18,838,343	99.57%	$ -	18,838,343	99.57%

Source: Collin County Tax Assessor Collector and Denton County Tax Assessor Collector

Note: A portion of the above property tax goes toward repayment of Special Assessment Revenue Bonds related to the Public Improvement Districts (PID) and is not recorded in the City's financial statements.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas

Ratio of Outstanding Debt by Type Last Ten Fiscal Years
(Unaudited)

Table 10

	Governmental Activities					Business-Type Activities							
Fiscal Year	General Obligation Bonds	Certificate of Obligation	Capital Lease	Bond Premiums	Other Obligations	General Obligation Bonds	Certificate of Obligation	Bond Premiums	Other Obligations	Note Payable	Total Primary Government	% of Personal Income	Per Capita*
2013	5,042,372	11,866,865	-	-	27,080	5,452,494	2,313,136	-	-	-	24,701,947	6.43%	$ 3,826
2014	4,952,607	14,531,170	-	-	12,228	5,127,393	4,393,829	-	-	-	29,017,227	6.98%	$ 4,321
2015	4,606,322	14,211,317	-	-	-	4,558,678	5,798,682	-	45,957	-	29,220,956	N/A	$ 4,184
2016	4,249,490	18,237,025	-	-	-	3,965,510	26,047,975	-	18,704	-	52,518,704	13.97%	$ 6,836
2017	3,880,431	22,013,573	-	-	-	3,359,570	30,731,425	-	-	-	59,984,999	11.13%	$ 5,818
2018	9,342,795	36,860,000	-	-	-	2,185,000	59,620,000	-	-	-	108,007,795	17.27%	$ 8,251
2019	7,995,000	52,890,000	-	-	-	1,750,000	76,675,000	-	-	-	139,310,000	15.53%	$ 7,880
2020	7,115,000	50,940,200	185,405	2,816,179	-	1,305,000	74,769,800	4,331,683	-	1,151,000	142,614,267	12.69%	$ 6,655
2021	10,860,000	103,695,000	98,876	8,840,984	-	845,000	101,080,000	6,068,665	-	925,526	232,414,051	19.14%	$ 9,225
2022	10,010,000	133,215,000	-	11,899,585	-	380,000	129,340,000	9,359,301	-	700,051	294,903,937	N/A	$ 9,275

Source: City of Celina Audit Reports
N/A - Information not available for the most current year

Notes: Details regarding the City's outstanding debt is found in the notes to the financial statements. Bond premiums and Capital Lease were included beginning in fiscal year 2020 and will be included on a go forward basis.

*See Table 15 for personal income and population data

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas

Ratios of General Bonded Debt Outstanding Last Ten Fiscal Years
(Unaudited)

Table 11

Fiscal Year	Assessed Property Value (1)	Gross Bonded Debt (2)	% Bonded Debt to Assessed Property Value	Bonded Debt Per Capita
2013	$ 492,268,497	24,701,947	5.02%	$ 3,826
2014	$ 527,994,375	29,017,227	5.50%	$ 4,321
2015	$ 575,171,296	29,220,956	5.08%	$ 4,184
2016	$ 734,250,874	52,518,704	7.15%	$ 6,836
2017	$ 951,809,129	59,984,999	6.30%	$ 5,818
2018	$ 1,191,727,090	108,007,795	9.06%	$ 8,251
2019	$ 1,641,821,879	139,310,000	8.49%	$ 7,880
2020	$ 2,013,074,011	141,277,862	7.02%	$ 6,593
2021	$ 2,309,143,356	231,389,649	10.02%	$ 9,184
2022	$ 3,879,293,199	294,203,886	7.58%	$ 9,253

Source: (1) Collin County Appraisal District/Denton County Appraisal District

(2) Schedule of Bonds Payable and Total bonds for fiscal year

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements. The amounts presented are net of bond premiums.

See Table 15 for population data.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas

Legal Debt Margin Information Last Ten Fiscal Years

(Unaudited)

Table 12

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Tax rate limit	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50
Current tax rate	0.6450	0.6486	0.6450	0.6450	0.6450	0.6450	0.6450	0.6450	0.6450	0.6450
Available tax rate	$ 1.86	$ 1.85	$ 1.86	$ 1.86	$ 1.86	$ 1.86	$ 1.86	$ 1.86	$ 1.86	$ 1.86

Notes: The City Charter of the City of Celina, Texas does not provide for a debt limit. Under provisions of state law, the maximum tax rate is limited to $2.50 per $100 assessed valuation. No direct bond debt limitation is imposed on the City under current state law.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Direct and Overlapping Governmental Activities Debt
As of September 30, 2022
(Unaudited)

Table 13

Governmental Unit	Gross Bonded Debt	% of Debt Applicable to Area[a]	Celina Share of Overlapping Debt
Debt Repaid with Property Taxes			
Celina ISD	$ 298,930,000	52.09%	$ 155,712,637
Collin County	543,645,000	0.67%	3,642,422
Collin County CCD	498,565,000	0.67%	3,340,386
Denton County	559,930,000	0.20%	1,119,860
Prosper ISD	1,365,089,138	7.45%	101,699,141
Subtotal, overlapping debt	3,266,159,138		265,514,445
City of Celina (direct debt)	155,124,585	100%	155,124,585
Total direct and overlapping debt			$ 420,639,030

Notes: Details regarding the City's outstanding debt is found in the notes to the financial statements. The amounts presented are net of bond premiums.

[a] The percentage of overlapping debt applicable is estimated using taxable assessed property values (before freeze loss). Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the city's boundaries and dividing it by each unit's total taxable assessed value.

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas

Pledged Revenue Coverage
As of September 30, 2022 (Unaudited)
Last Ten Fiscal Years

Table 14

Water and Sewer System Revenue Bonds

Fiscal Year	Total Revenue[a]	Less: Operating Expense[b]	Net Available Revenue	Annual Requirement[c]	Times Coverage
2013	$ 4,819,636	$ 2,720,198	$ 2,099,438	$ 559,408	3.75
2014	$ 6,164,464	$ 2,690,720	$ 3,473,744	$ 808,862	4.29
2015	$ 7,557,801	$ 3,326,739	$ 4,231,062	$ 1,158,447	3.65
2016	$ 10,171,180	$ 7,059,651	$ 3,111,529	$ 1,697,450	1.83
2017	$ 13,742,320	$ 8,982,382	$ 4,759,938	$ 1,892,430	2.52
2018	$ 20,271,504	$ 10,604,055	$ 9,667,449	$ 1,520,733	6.36
2019	$ 22,258,314	$ 10,927,759	$ 11,330,555	$ 3,398,343	3.33
2020	$ 27,408,299	$ 11,652,539	$ 15,755,760	$ 4,880,253	3.23
2021	$ 41,637,280	$ 14,304,459	$ 27,332,821	$ 7,419,169	2.53
2022	$ 44,328,012	$ 13,891,799	$ 30,436,213	$ 10,442,961	2.91

[a] Includes operating revenues and investment income

[b] Includes operating expenses minus depreciation

[c] Includes Principal and Interest (represents average annual requirement)

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Demographic and Economic Statistics
Last Ten Fiscal Years
(Unaudited)

Table 15

Fiscal Year	Estimated Population[a]	Personal Income[b]	Per Capita Income[e]	Average Household Income[f]	School Enrollment[c]	Unemployment Rate[d]
2013	6,457	$ 355,283,511	$ 55,023	N/A	2,035	5.4%
2014	6,715	$ 384,339,740	$ 57,236	N/A	2,075	4.4%
2015	6,984	$ 415,771,488	$ 59,532	$ 124,375	2,201	3.6%
2016	7,683	N/A	N/A	$ 124,375	2,353	3.8%
2017	10,310	$ 376,036,630	$ 36,473	$ 124,375	2,425	3.2%
2018	13,090	$ 538,967,660	$ 41,174	$ 124,375	2,568	3.3%
2019	17,680	$ 625,394,640	$ 35,373	$ 124,375	2,723	3.3%
2020	21,430	$ 896,974,080	$ 35,373	$ 134,428	2,831	3.2%
2021	25,195	$ 1,124,175,705	$ 41,856	$ 142,444	3,429	3.4%
2022	31,796	$ 1,214,149,104	$ 49,928	$ 164,900	3,932	5.6%

[a] **Source:** North Central Texas Council of Governments April 2021 publication

[b] **Source:** Personal Income calculated by multiplying estimated population by per capita income.

[c] **Source:** Celina Independent School District

[d] **Source:** Texas Workforce Commission calendar year 2021 for Collin County

[e] **Source:** North Central Council of Governments for 2021

[f] **Source:** North Central Council of Governments and U.S. Census Bureau

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Top Employers
Fiscal Year Ended September 30, 2022 (Unaudited)

Table 16

2022 Major Employers in Celina, Texas	
Employer	**# of Employees**
Celina ISD	532
City of Celina	243
Gold Star Team - Keller Williams	175
Settlers Ridge Care Center	100
Brookshire	63
Chemtrade Logistics	30
CAD/CAM Svc Inc	25
Redi-Mix Inc	25
Texas Seasons Nursery	21
Grace Bridge	20

2016 Major Employers in Celina, Texas	
Employer	**# of Employees**
Celina ISD	330
City of Celina	84
Brookshire	70
Chemtrade Logistics	27
Independent Bank	20
Dickerson	31
Celina Ready Mix	16
Texas Star Bank	10

Source: Respective entities

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas

Full Time Equivalent City Government Employees by Function/Program

As of September 30, 2022 (Unaudited)

Last Ten Fiscal Years

Table 17

Function/Program	Dept.	Fiscal Year 2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
GIS	101	N/A	N/A	N/A	N/A	N/A	N/A	1	1	2	2
Facilities	102	N/A	N/A	N/A	N/A	N/A	N/A	1	1	2	2
Information Technology	103	N/A	N/A	N/A	N/A	N/A	N/A	3	2	1	3
Finance	104	N/A	N/A	N/A	N/A	N/A	N/A	8	7	9	10
Library	105	2	2	2	3	2.5	3.5	3.5	3.5	2.5	5
City Secretary	106	1	1	1	2	3	4	2	1	1	2
Development Services	107	5	6	6	9	10	16	20	18	23	29
Administration	108	4	4	5	6	6	9	4	5	7	7
Municipal Court	109	1	1	1	1	2	2	3	2	2	2
Fire and EMS	110	11	11	11	16	19	22	41	41	42	46
Streets*	111	4	4	6	7	7	7	7	5	5	7
Police	112	8	8	12	17	19	21	27	30	33	46
Parks	113	4	4	5	5	7	7	8	7	11	14
Community Relations/Marketing	114	N/A	N/A	1	1	1	1	1	2	4	5
Engineering	115	N/A	N/A	N/A	4	6	6	9	8	13	15
Human Resources	116	N/A	N/A	N/A	N/A	N/A	N/A	2	3	3	3
Main Street	127	1	1	1	1	1	1	1	1	N/A	N/A
Total general fund		41	42	51	72	84	100	142	138	160	198
Water*	118	4	4	8	10	10.5	14	14	12	17	22
Wastewater*	119	2	2	3	4	5.5	7	8	7	7	12
Utility billing	120	N/A	N/A	N/A	N/A	3.5	N/A	3	3	5	6
Fleet	125	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1
Drainage/Stormwater*	124	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	4
Total water and wastewater fund		6	6	11	14	19.5	21	25	22	29	45
Total FTE – all funds		47	48	62	86	103	121	167	160	189	243

*Public works

* Public works

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Operating Indicators by Function
Last Ten Fiscal Years
(Unaudited)

Table 18

	Fiscal Year									
Function/Program	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**
Police										
Number of police officers	8	8	12	16	20	21	27	30	30	46
Average response time (in minutes)	7	6	6	6	6	5	8	9	6	10
Calls for service	12,839	10,882	18,322	18,414	13,422	14,852	17,231	20,402	18,537	18,374
Fire										
Number of calls answered	870	892	932	946	1,174	1,422	1,516	1,686	1,992	2,385
Number of firefighters	-	9	9	14	15	19	41	41	41	46
Number of EMS runs	477	480	457	521	641	704	796	885	1,093	1,353
Development Services										
Number of inspections	N/A	N/A	5,000	9,350	34,628	40,009	46,069	49,018	67,542	69,870
Total number of permits issued (all types)	N/A	N/A	1,126	1,688	3,021	2,925	2,548	2,908	4,296	3,783
Municipal Court										
Number of new cases filed	N/A	1,271	1,803	2,520	2,000	1,214	1,260	1,258	870	1,485
Fines & fees collected	N/A	259,496	311,869	471,843	400,000	222,750	196,932	211,828	183,228	284,663
Streets										
Miles of streets*	N/A	124	138	154	213	241	352	370	382	279
Miles of storm sewer	N/A	31	35	39	48	48	67	82	108	110
Acres of drainage right of way	N/A	7	8	9	9	9	9	11	15	15
Regulatory and warning signs	N/A	594	660	733	753	800	880	947	1,247	1,620
Water										
Gallons of water treated (in million gal.)	N/A	365	446	508	671	792	815	959	1,192	1,631
Miles of water lines	N/A	90	100	112	134	168	175	184	212	228
Number of valves	N/A	1,514	1,666	1,833	2,504	3,581	4,060	4,585	5,888	8,754
Number of fire hydrants	N/A	517	569	626	998	1,352	1,415	1,536	1,928	2,735
Number of water meters	N/A	2,986	3,351	3,875	4,598	5,948	6,862	8,135	9,908	10,754
Wastewater										
Gallons of WW treated (in million gal.)	N/A	132	147	85	180	209	229	194	199	179
Miles of sewer lines	N/A	61	67	74	94	122	138	142	168	174
Number of lift stations	N/A	13	12	11	11	11	11	11	11	11
Utilities										
Number of active customers	2,497	2,860	3,337	3,902	4,584	5,955	6,862	8,141	9,957	11,426
Number of new customers	569	956	1,273	1,597	2,054	2,464	2,682	3,764	1,465	1,469

*City Maintained, Before 2022, the number reported was miles of streets within the ultimate City boundary, which included streets maintained by City, County, State, and private entities.

Source: City Departments

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

City of Celina, Texas
Capital Asset Statistics by Function/Program
Last Ten Fiscal Years
(Unaudited)

Table 19

	Fiscal Year									
Function/Program	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Fire										
Stations	1	1	1	1	1	1	1	2	2	2
Library	1	1	1	1	1	1	1	1	1	1
Parks and Recreation										
Park Acreage	115.7	115.7	145.7	164.7	164.7	164.7	215.9	436.3	472	472
Public Parks	3	3	3	3	3	3	3	3	3	3
Streets										
Miles of Streets	N/A	124	138	154	213	241	352	370	382	279
Water and Wastewater										
Miles of Water Lines	N/A	90	100	112	134	168	175	184	212	228
Miles of Sewer Lines	N/A	61	67	74	94	122	138	142	168	168
Number of Lift Stations	N/A	13	12	11	11	11	11	11	11	11

Source: City Departments

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)



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FORVIS

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Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

The Honorable Mayor and
Members of the City Council
City of Celina
Celina, Texas

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund and the aggregate remaining fund information of the City of Celina, Texas (City), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 6, 2023, which contained an emphasis of matter paragraph regarding a change in accounting principle.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

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PRAXITY™ Empowering Business Globally

The Honorable Mayor and
Members of the City Council
City of Celina

Report on Internal Control over Financial Reporting

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

FORVIS, LLP

Dallas, Texas
March 6, 2023

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)



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Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

Attachment: FY 2022 Annual Comprehensive Financial Report (ACFR) (FY 2022 Audit Presentation)

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Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kim Brawner, Assistant City Manager
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	CCN Transfer Policy

Action Requested:

Consider and act upon a Resolution of the City Council of the City of Celina Texas, adopting the City's Certificate of Convenience and Necessity Transfer Policy; repealing all conflicting policies; providing a severability clause; and providing for an effective date. (Brawner)

Background Information:

The City is required to obtain Certificates of Convenience and Necessity (CCN) to provide water and sewer service to property owners. The City's subdivision Ordinance requires the transfer of Certificates of Convenience and Necessity (CCN) to the City as part of the development process and expansion of the City's utility system. The City of Celina and Mustang Special Utility District have entered into an Interlocal Agreement allowing a single transfer of the CCNs to the City of Celina.

The City of Celina does not currently have a CCN transfer policy, and the City Council has determined that the adoption of a CCN transfer policy to establish the procedure for the systematic transfer of the future areas into the City of Celina utility system is in the best interest of the City.

The CCN Transfer Policy outlines the City's objective to make the process smooth for property owners.

Alternatives:

City Council could choose to not adopt the policy and provide staff direction.

Supporting Documents:

CCN Resolution

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA TEXAS, ADOPTING THE CITY'S CERTIFICATE OF CONVENIENCE AND NECESSITY TRANSFER POLICY; REPEALING ALL CONFLICTING POLICIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Celina is experiencing exponential residential growth;

WHEREAS, the City of Celina subdivision ordinance requires the transfer of Certificates of Convenience and Necessity (CCN) to the City as part of the development process and expansion of the city's utility system;

WHEREAS, there is not a current policy outlining the transfer of CCNs to the City;

WHEREAS, the City Council has determined a policy is needed to maintain uniformity and to ensure a smooth transition for residents into the City's CCN area;

WHEREAS, the City of Celina and Mustang Special Utility District have entered into an interlocal agreement allowing a single transfer of the CCNs to the City of Celina;

WHEREAS, the City of Celina Subdivision Ordinance outlines the requirements for the extension of public utilities into the extraterritorial jurisdiction (ETJ);

WHEREAS, the City of Celina City Council has determined that the adoption of a CCN transfer policy to establish the procedure for the systematic transfer of the future areas into the City of Celina utility system is in the best interest of the City.

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

Section 1. Findings

The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are adopted as part of this Resolution for all purposes.

Section 2. Adoption of City CCN Transfer Policy

Pursuant to federal, state and local law and from and after the effective date of this Resolution, the City Council hereby adopts the City of Celina CCN Transfer Policy,

Attachment: CCN Transfer Resolution Draft 02.08.23.1 (CCN Transfer Policy)

attached hereto as **Exhibit A**. This document is on file in the office of the City Secretary for permanent record and inspection.

Section 3. Effective Date.

This Resolution shall take effect immediately upon its adoption in accordance with and as provided by law and the City Charter.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 14th day of February, 2023.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, City Secretary

APPROVED AS TO FORM:

_____
Julie Fort, City Attorney

Attachment: CCN Transfer Resolution Draft 02.08.23.1 (CCN Transfer Policy)

Exhibit A

CCN Transfer Policy

1. The City of Celina will provide Mustang Special Utility District with one (1) year written notice before assuming the water system per the contract agreement and establish a date of conversion.
2. Within 6 months of conversion, the City will send letters to residents impacted by the conversion. Contact information for the City's Engineering and Utility Customer Service Departments will be provided. Residents can confirm with the City of Celina Utility Customer Service Department what the projected cost of their new bill amount will be including water, sewer, and trash. Residents can notify City staff of any issues that are unique to their situation. Those residents who have septic will not receive a sewer bill.
3. Within 60 days of the conversion, another letter will be sent to notify residents of the date of a public meeting to discuss the conversion. Information regarding trash service and a copy of the utility application will be provided with this letter. Mustang Special Utility District will also notify their residents of the upcoming change by letter. The City of Celina will waive typical residential utility deposits for all existing Mustang Special Utility District customers as of the date of execution of this resolution who are a part of the transfer process. Any customers after the date of the execution of this resolution will not be granted a waiver of residential utility deposit.
4. Within 30 days of the transfer, the City of Celina will hold a public meeting to provide specific information. A copy of the utility application will be provided at this meeting. Utility Customer Service Representatives will be present at the meeting to answer questions and be available to assist customers in completing utility applications.
5. Within 7 days of the transfer, the City of Celina will coordinate the conversion by door hanger with the date of the actual meter change out.
6. Water meters will be changed out to match existing size.
7. Those residents who are transferred from Mustang Special Utility District to the City of Celina will be charged in-city utility rates.

Attachment: CCN Transfer Resolution Draft 02.08.23.1 (CCN Transfer Policy)

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Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	Ten Mile Creek MIA - Bond Ordinance

Action Requested:
Consider and act upon an Ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Major Improvement Area Project); approving and authorizing related agreements; and providing an effective date. (Ten Mile Creek MIA – Bond Ordinance) (Pollard)

Background Information:
The pre-pricing Ordinance is attached. The Ordinance with final pricing will be provided to Council at the regular meeting.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Draft Bond Ordinance

Staff Recommendation:
Staff recommends approval.

ORDINANCE NO. 2023-__

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT); AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.

WHEREAS, the City of Celina, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), has previously established the “Ten Mile Creek Public Improvement District” (the "District"), pursuant to Resolution No. 2022-14R adopted by the City Council of the City (the "City Council") on March 15, 2022; and

WHEREAS, pursuant to the PID Act, the City Council published notice of and convened a public hearing on March 14, 2023, regarding the levy of special assessments against benefitted property located within the Major Improvement Area of the District, and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. 2023-__ (the “Assessment Ordinance”) on March 14, 2023; and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted the Ten Mile Creek Public Improvement District Service and Assessment Plan, dated March 14, 2023 (as updated, amended, and/or restated, the “Service and Assessment Plan”) relating to the District and levied special assessments (the “Assessments”) against the Major Improvement Area Assessed Property as shown on the Major Improvement Area Assessment Roll that is attached to the Service and Assessment Plan as Appendix G; and

WHEREAS, capitalized terms used in this Ordinance and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Assessments and other revenues received for the purposes of (i) paying a portion of the Actual Costs of the Major Improvement Area Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Improvement Area Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to issue its bonds to be designated “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Major Improvement Area Project)” (the “Bonds”), such series to be payable from and secured by the Trust Estate (as defined in the Indenture); and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Bonds to finance a portion of the Actual Costs of the Major Improvement Area Projects, as identified in the Service and Assessment Plan, (ii) approve the form, terms, and provisions of an Indenture (defined below) securing the Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) approve a Preliminary Limited Offering Memorandum (defined below) and a Limited Offering Memorandum (defined below), (v) approve the form, terms and provisions of a Continuing Disclosure Agreement (defined below), (vi) approve the form, terms, and provisions

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

of a Construction, Funding, and Acquisition Agreement (defined below), and (vii) approve the form, terms, and provisions of the Landowner Agreements (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; now, therefore

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

SECTION 1. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the aggregate principal amount of $_____ for the purpose of (i) paying a portion of the Actual Costs of the Major Improvement Area Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Improvement Area Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of April 1, 2023, between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), which Indenture is hereby approved in substantially the form attached hereto as **Exhibit A,** which is incorporated herein as a part hereof for all purposes, with such changes or additions thereto as may be approved by the Mayor or Mayor Pro Tem of the City (upon the advice of the City Manager) as evidenced by the execution and delivery thereof. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem and such officials are hereby authorized to deliver the Indenture.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate pledged to such series, and shall never be payable from ad valorem taxes.

SECTION 2. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc., (the "Underwriter") under that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, substantially in the form attached hereto as **Exhibit B** which is incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interests of the City at the price and on the terms and provisions set forth in the Bond Purchase Agreement. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the City Manager, such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement by the Mayor, Mayor Pro Tem, City Manager, or Assistant City Manager of the City. The Mayor, Mayor Pro Tem, City Manager, or Assistant City Manager of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement.

SECTION 3. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

amendment thereto (the “Preliminary Limited Offering Memorandum”) and the final Limited Offering Memorandum (the "Limited Offering Memorandum") are hereby in all respects approved and adopted. The Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed and the Preliminary Limited Offering Memorandum is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this City Council, including the Mayor and Mayor Pro Tem, are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as defined in the Limited Offering Memorandum), the Developer (as defined in the Limited Offering Memorandum) or their financial ability, or of any builders, any landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Major Improvement Area Project) Continuing Disclosure Agreement of Issuer” (the “Continuing Disclosure Agreement”) between the City, MuniCap, Inc., and HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc., is hereby authorized and approved in substantially the form attached hereto as **Exhibit C** which is incorporated herein as a part hereof for all purposes and the City Manager, Assistant City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Construction, Funding, and Acquisition Agreement. That certain “Ten Mile Creek Public Improvement District Major Improvement Area Construction, Funding and Acquisition Agreement” (the “Construction, Funding, and Acquisition Agreement”) between the City and CCD-Ten Mile Creek, LLC (the “Developer”) is hereby authorized and approved in substantially the form attached hereto as **Exhibit D** which is incorporated herein as a part hereof for all purposes and the City Manager, Assistant City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Construction, Funding, and Acquisition Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 6. Landowner Agreements. Those certain (i) “Major Improvement Area Landowner Agreement” between the City and Celina Outer Loop Owner MF South LLC, (ii) “Major Improvement Area Landowner Agreement” between the City and the Developer, and (iii) “Major Improvement Area Landowner Agreement” between the City and CCD – Coit Land, LLC (collectively, the “Landowner Agreements”) are each hereby authorized and approved in substantially the form attached hereto as **Exhibit E-1, Exhibit E-2, and Exhibit E-3**, respectively, which is incorporated herein as a part hereof for all purposes and the City Manager, Assistant

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City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Landowner Agreements with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 7. Additional Actions. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary are each hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary are each hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance or any other certificates, agreements, or other documents subsequent to the delivery of the Bonds which may be necessary or appropriate to carry out or fulfill the purpose and intent of the Service and Assessment Plan and the acquisition and construction of the Authorized Improvements.

SECTION 8. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 9. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 10. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 11. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 12. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 13. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of Page Intentionally Left Blank]

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

PASSED AND ADOPTED, this March 14, 2023.

CITY OF CELINA, TEXAS

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

(City Seal)

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXHIBIT A

INDENTURE OF TRUST

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

INDENTURE OF TRUST

By and Between

CITY OF CELINA, TEXAS

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

DATED AS OF APRIL 1, 2023

SECURING

$_____
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

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INDENTURE OF TRUST

THIS INDENTURE, dated as of APRIL 1, 2023 is by and between the CITY OF CELINA, TEXAS (the "City"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, DALLAS, TEXAS, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted and filed with the City Secretary of the City (the "City Secretary") pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"), requesting the creation of a public improvement district located in the extraterritorial jurisdiction of the City to be known as Ten Mile Creek Public Improvement District (the "District"); and

WHEREAS, the petition contained the signature of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the property owners who owns taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on March 15, 2022, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on March 15, 2022, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2022-14R, adopted by a majority of the members of the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services and also made findings and determinations relating to the estimated total costs of certain Authorized Improvements; and

WHEREAS, on March 18, 2022 the City Secretary filed a copy of Resolution 2022-14R with the county clerk of each county in which all or a part of the District is located in accordance with the provisions of the PID Act; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after March 15, 2022; and

WHEREAS, on February 14, 2023, the City Council by Resolution No. 2023-__R made findings and determinations relating to the Actual Costs of certain Major Improvement Area Projects, received and accepted a preliminary service and assessment plan and a proposed assessment roll, called a public hearing for March 14, 2023 and directed City staff to (i) file said proposed assessment roll with the City Secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) publish and mail such notice relating to the March 14, 2023 hearings as required by Section 372.016(b) of the PID Act; and

WHEREAS, on [February __, 2023], the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of the public hearing in the *Celina Record*, a newspaper of general circulation in the City and in the part of the City's extraterritorial jurisdiction in which the District is located, or in which the Major Improvement Area Projects are to be undertaken, to consider the

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proposed Service and Assessment Plan and the Major Improvement Area Assessment Roll and the levy of the Assessments on property within the Major Improvement Area of the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Major Improvement Area Assessment Roll and the Service and Assessment Plan and the levy of Assessments on property in the Major Improvement Area of the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened and convened the hearing on March 14, 2023 and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Service and Assessment Plan, the proposed Major Improvement Area Assessment Roll and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of estimated costs of the Major Improvement Area Projects, the purposes of the Assessments, the special benefits of the Major Improvement Area Projects, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Assessments, and there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of estimated costs of the Major Improvement Area Projects, the Major Improvement Area Assessment Roll, and the levy of the Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, the City approved Ordinance No. 2023-__, which levied the Assessments and approved the Service and Assessment Plan, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council found and determined that the Assessments should be levied as provided in the Service and Assessment Plan; and

WHEREAS, the City Secretary of the City filed a copy of the Assessment Ordinance not later than the seventh day after the date the City Council approved the Assessment Ordinance and the Service and Assessment Plan with the County Clerk of Collin County; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Assessments for the purpose of (i) paying a portion of the Actual Costs of the Major Improvement Area Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Improvement Area Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act, such bonds to be entitled “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Major Improvement Area Project)”, such Bonds being payable solely from the Trust Estate and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which

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are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "Trust Estate"):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, and all moneys and investments held in the Pledged Funds, including any and all proceeds thereof and any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, that if and to the extent Assessments have been prepaid, the lien on real property associated with such Assessment prepayment shall be released and any rights of the Trustee and the Owners, as provided in this Indenture, to request the City to proceed with foreclosure procedures for the purpose of protecting and enforcing the rights of the Owners with respect to the Assessments levied against such property shall terminate;

PROVIDED, FURTHER, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

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ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

"Account" means any of the accounts established pursuant to Section 6.1 of this Indenture.

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

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest rate charged on the Assessments pursuant to Section 372.018 of the PID Act.

"Additional Interest Reserve Account" means the reserve account administered by the City and segregated from other funds of the City in accordance with the provisions of Section 6.7 of this Indenture.

"Additional Interest Reserve Requirement" means an amount equal to 5.50% of the principal amount of the Outstanding Bonds to be funded from Assessment Revenues to be deposited to the Pledged Revenue Fund and transferred to the Additional Interest Reserve Account.

"Additional Obligations" means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary notes or time warrants secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within the District in accordance with the PID Act.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of: (i) creating and organizing the District, including conducting hearings, preparing notices and petitions, and all

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costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the District, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Major Improvement Area Projects. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Assessments collected for Administrative Expenses and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrative Fund" means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

"Administrator" means an employee of the City or third-party designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"Annual Installment" means, with respect to each Assessed Parcel, each annual payment of the Assessments (including both principal of and interest on the Assessments) as shown on the Major Improvement Area Assessment Roll attached to the Service and Assessment Plan as Appendix G and related to the Major Improvement Area Projects; which annual payment includes Administrative Expenses and the Additional Interest collected on each annual payment of the Assessments as described in Section 6.7 herein and as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update.

"Annual Service Plan Update" means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

"Applicable Laws" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"Assessed Parcel" means each parcel of land located within the Major Improvement Area of the District against which an Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

"Assessed Property" means, collectively, all Assessed Parcels.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

"Assessment Ordinance" means Ordinance No. 2023-__ adopted by the City Council on March 14, 2023 which levied the Assessments on the Assessed Property located within the Major Improvement Area of the District.

"Assessments" means the aggregate assessments shown on the Major Improvement Area Assessment Roll. The singular of such term means the Assessment levied against an Assessed Parcel, including the portion to be paid for Administrative Expenses, as shown on the Major Improvement Area Assessment Roll, subject to reallocation upon the subdivision of an Assessed Parcel, or consolidation of multiple Assessed Parcels or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

"Assessment Revenue" means monies collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

"Authorized Denomination" means $100,000 and any integral multiple of $1,000 in excess thereof; provided, however, that if the total principal amount of any Outstanding Bond is less than $100,000, then the Authorized Denomination of such Outstanding Bond shall be the amount of such Outstanding Bond.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act, including, but not limited to, the Major Improvement Area Projects, listed in Section III of the Service and Assessment Plan.

"Bond" means any of the Bonds.

"Bond Counsel" means Norton Rose Fulbright US LLP or any other attorney or firm of attorneys designated by the City that is nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Date" means the date designated as the initial date of the Bonds by Section 3.2 of this Indenture.

"Bond Fund" means the Fund of such name established pursuant to Section 6.1 and administered as provided in Section 6.4.

"Bond Ordinance" means Ordinance No. 2023-__ adopted by the City Council on March 14, 2023 authorizing the issuance of the Bonds pursuant to this Indenture.

"Bond Pledged Revenue Account" means the Account of such name established pursuant to Section 6.1.

"Bond Year" means the one-year period beginning on September 1, in each year and ending on August 31 in the following year.

"Bonds" means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Major Improvement Area Project)".

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"Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City or the Trustee.

"Capitalized Interest Account" means the Account of such name established pursuant to Section 6.1.

"Certification for Payment" means a certificate substantially in the form of Exhibit _ to the Major Improvement Area Projects Construction, Funding and Acquisition Agreement or otherwise approved by the Developer and a City Representative executed by a Person approved by a City Representative, delivered to a City Representative and the Trustee specifying the amount of work performed related to the Major Improvement Area Projects and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in an account of the Project Fund as further described in the Major Improvement Area Projects Construction, Funding and Acquisition Agreement and Section 6.5 herein.

"City Certificate" means a certificate signed by a City Representative and delivered to the Trustee.

"City Representative" means any official or agent of the City authorized by the City Council to undertake the action referenced herein.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Costs of Issuance Account" means the Account of such name established pursuant to Section 6.1.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"Delinquent Collection Costs" means the costs related to the foreclosure on an Assessed Parcel and the costs of collection of a delinquent Assessment in accordance with the PID Act, including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in St. Paul, Minnesota, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"Developer" means, together, the Single-Family Developer and the Multi-family Developer.

"District Administration Account" means the Account of such name established pursuant to Section 6.1.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

"Development Agreement" means that certain Development Agreement (Belknap Tract) by and between the City and the Multi-Family Developer, approved by the City on September 14, 2021, as partially assigned to the Single-Family Developer, and related to development of the property within the District, as the same may be amended from time to time.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any parcel(s) of Assessed Property, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"Fund" means any of the funds established pursuant to Section 6.1 of this Indenture.

"Future Phases" mean, collectively, the construction phase(s) of the District to be developed subsequent to the development of Improvement Area #1 and which are currently part of the Major Improvement Area.

"Improvement Area #1" means the initial phase to be developed in the District, as further identified and depicted in Appendix A in the Service and Assessment Plan.

"Improvement Area #1 Bond Indenture" means the Indenture of Trust dated as of April 1, 2023 between the City and U.S. Bank Trust Company, National Association, securing the City's bonds entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project)".

"Improvement Area #1 Bonds" means bonds issued pursuant to the Improvement Area #1 Bond Indenture or any supplemental indenture thereto.

"Indenture" means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"Independent Appraisal" means, in establishing the appraised value, (i) the appraised value of a specific assessed parcel or assessed parcels, as applicable, in a specific Future Phase for which the Additional Obligations are to be issued as established by publicly available data from the City appraisal district, (ii) an "as-complete" appraisal delivered by an independent appraiser licensed in the State, which appraisal shall assume completion of the improvements to be funded with the proceeds of such series of Additional Obligations, (iii) a certificate delivered to the City by a qualified independent third party (which party may be a licensed appraiser, appraisal firm or financial or land development consultant) certifying on an individual lot type basis, the value of each lot in the Future Phase, as applicable, for which such Additional Obligations are to be issued based on either (a) the average gross sales price (which is the gross amount including escalations and reimbursements due to the seller of the lots) for each lot type based on closings of lots in the Future Phase for which such Additional Obligations are to be issued or any preceding phase of the District for which bonds have been issued to fund Authorized Improvements or (b)

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

the sales price in the actual lot purchase contracts in the Future Phase for which the Additional Obligations are to be issued.

"Independent Financial Consultant" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"Initial Bond" means the Initial Bond as set forth in Exhibit A to this Indenture.

"Interest Payment Date" means the date or dates upon which interest on any series of Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year and commencing September 1, 2023.

"Investment Securities" means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"Major Improvement Area" means the property within the District excluding Improvement Area #1, as further identified and depicted in Appendix A in the Service and Assessment Plan.

"Major Improvement Area Assessment Roll" means the Major Improvement Area Assessment Roll attached as Appendix G to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessment against each parcel of Assessed Property related to the Bonds and the Major Improvement Area Projects, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Major Improvement Area Projects Construction, Funding and Acquisition Agreement" means the "Ten Mile Creek Public Improvement District Major Improvement Area Projects Construction, Funding, and Acquisition Agreement" by and between the City and the Developer dated as of March 14, 2023, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds and the payment of costs of Major Improvement Area Projects within the District, the issuance of bonds, and other matters related thereto.

"Major Improvement Area Projects" means the pro rata portion of the Major Improvements allocable to the Major Improvement Area, as more particularly described in Section III of the Service and Assessment Plan.

"Major Improvement Area Project Account" means the Account of such name established pursuant to Section 6.1.

"Major Improvements" means the Authorized Improvements which benefit all of the property within the District, as more particularly described in Section III.B of the Service and Assessment Plan

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

"Minor Amount Redemption" means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of Bonds that is less than ten percent (10%) of the Outstanding principal amount of the Bonds.

"Multi-Family Developer" means CCD – Coit Land, LLC, a Texas limited liability company and its successors and assigns.

"Outstanding" means, as of any particular date when used with reference to the Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.10 herein.

"Owner" means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

"Paying Agent/Registrar" means initially the Trustee, or any successor thereto as provided in this Indenture.

"Person" or "Persons" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"PID Act" means Texas Local Government Code, Chapter 372, as amended.

"Pledged Funds" means the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

"Pledged Revenues" means the sum of (i) Assessment Revenue less the Administrative Expenses and (ii) any additional revenues that the City may pledge to the payment of Bonds.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof.

"Principal and Interest Account" means the Account of such name established pursuant to Section 6.1.

"Project Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

"Purchaser" means the initial purchaser of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

"Rebate Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

"Record Date" means the close of business on the fifteenth calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

"Redemption Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

"Redemption Price" means, when used with respect to any Bond or portion thereof, the amount of par plus accrued and unpaid interest to the date of redemption.

"Refunding Bonds" means bonds issued pursuant to the PID Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each, as amended) to refund all or any portion of the then Outstanding Bonds.

"Register" means the register specified in Article III of this Indenture.

"Reserve Account" means the Account of such name established pursuant to Section 6.1.

"Reserve Account Requirement" means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date, the Reserve Account Requirement is $_____, which is an amount equal to the [_____] on the Bonds as of the Closing Date.

"Reserve Fund" means that fund of such name established pursuant to Section 6.1 and administered in Section 6.7 herein.

"Service and Assessment Plan" means the "Ten Mile Creek Public Improvement District Service and Assessment Plan" dated March 14, 2023, including the Major Improvement Area Assessment Roll, as hereinafter amended, updated, and/or restated by an Annual Service Plan Update or otherwise, a version of which is attached as an exhibit to the Assessment Ordinance.

"Single-Family Developer" means CCD – Ten Mile Creek, LLC, a Texas limited liability company and its successors and assigns.

"Sinking Fund Installment" means the amount of money to redeem or pay at maturity the principal of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

"Stated Maturity" means the date the Bonds, or any portion of the Bonds, as applicable, are scheduled to mature without regard to any redemption or prepayment.

"Substantial Amount Redemption" means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of Bonds that is greater than or equal to ten percent (10%) of the Outstanding principal amount of Bonds.

"Supplemental Indenture" means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"Tax Certificate" means the Certificate as to Tax Exemption delivered by the City on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the interest on such Bonds to be included in the gross income of the Owners thereof for Federal income tax purposes.

"Trust Estate" means the Trust Estate described in the granting clauses of this Indenture.

"Trustee" means U.S. Bank Trust Company, National Association, Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

Section 1.2. Findings.

The declarations, determinations, and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS

Section 2.1. Security for the Bonds.

The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Bonds shall be issued in the aggregate principal amount of $_____ for the purpose of (i) paying a portion of the Actual Costs of the Major Improvement Area Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Improvement Area Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated April 6, 2023 and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2023 computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

Year	Principal Amount ($)	Interest Rate (%)

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

(a) The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

(i) a certified copy of the Assessment Ordinance;

(ii) a certified copy of the Bond Ordinance;

(iii) a copy of the executed Major Improvement Area Projects Construction, Funding, and Acquisition Agreement;

(iv) a copy of this Indenture executed by the Trustee and the City; and

(v) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from or on behalf of the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, United States mail, first-class, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Agent/Registrar, or any other Person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and City Secretary by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to hold such office before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his or her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for such Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser of such Bonds one registered definitive bond for each year of maturity of the Bonds, in the aggregate principal amount of all bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and bearing the same interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the presented for exchange.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged for other Bonds in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first-class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond redeemed in part.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Section 3.8. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the records retention requirements of the Trustee.

Section 3.9. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

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(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11. Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date, the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer

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with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI,

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on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

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Redemption Date	Sinking Fund Installment ($)
* maturity	

(b) At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (c) and (d) of this Section 4.2, the Trustee shall select a principal amount of Bonds (in accordance with Section 4.5) of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__, before their respective scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the price of par, plus accrued interest to the date of redemption.

Section 4.4. Extraordinary Optional Redemption.

Notwithstanding any provision in this Indenture to the contrary, the City reserves the right and option to redeem Bonds before their scheduled maturity dates, in whole or in part and in an amount and on a date specified in a City Certificate, at 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to the terms of this Indenture, any other transfers to the Redemption Fund under the terms of this Indenture or as a result of unexpended amounts transferred from the Project Fund pursuant to the terms of this Indenture). The City will provide the Trustee a City Certificate directing the Bonds to be redeemed pursuant to this Section 4.4 in accordance with the provisions of Section 4.5 hereof.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Sections 4.2, 4.3, or 4.4, Bonds shall be redeemed in minimum principal amounts of $1,000 or any integral thereof. Each Bond shall be treated as representing the number of bonds that is obtained by dividing the principal amount of such Bonds by $1,000. No redemption shall result in a Bond in a

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denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

(b) In selecting the Bonds to be redeemed pursuant to Section 4.2, the Trustee may select Bonds in any method that results in a random selection.

(c) In selecting the Bonds to be redeemed pursuant to Section 4.3, the Trustee may rely on the directions provided in a City Certificate.

(d) If less than all the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds or portion of a Bond, as applicable, to be redeemed shall be selected in the following manner:

(i) with respect to a Substantial Amount Redemption, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds; and

(ii) with respect to a Minor Amount Redemption, the Outstanding Bonds of such series shall be redeemed in inverse order of maturity.

(e) Upon surrender of any Bond for redemption in part, the Trustee, in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register. So long as the Bonds are in book-entry-only form and held by DTC as security depository, references to Owner in this Indenture means Cede & Co., as nominee for DTC.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Outstanding Bonds are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving

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of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the shall be of no significance or effect as regards the legality thereof; and none of the City, the Trustee, nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund; and

(vii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(ii) The following Accounts are hereby created and established under the Bond Fund:

(A) Capitalized Interest Account; and

(B) Principal and Interest Account.

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(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Major Improvement Area Projects Account; and

(B) Costs of Issuance Account.

(iv) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Additional Interest Reserve Account.

(v) The following Account is hereby created and established under the Administrative Fund:

(A) District Administration Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(i) to the Capitalized Interest Account of the Bond Fund: $_____;

(ii) to the Major Improvement Area Projects Account of the Project Fund: $_____;

(iii) to the Costs of Issuance Account of the Project Fund: $_____;

(iv) to the Reserve Account of the Reserve Fund: $_____; and

(v) to the District Administration Account of the Administrative Fund:$ _____.

Section 6.3. Pledged Revenue Fund.

(a) On or before February 15 of each year while the Bonds are Outstanding and beginning February 15, 2024, the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited into the Pledged Revenue Fund, the City shall deposit or cause to be deposited Pledged Revenues as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds next coming due in such calendar year, (ii) second, to the Reserve

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Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, in accordance with Section 6.7(a) hereof, (iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest collected, if any, in accordance with Section 6.7(b) hereof, (iv) fourth, to pay Actual Costs of the Major Improvement Area Projects, and (v) fifth, to pay other costs permitted by the PID Act.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first, to the payment of interest and, second, to the payment of principal (including any Sinking Fund Installments) on the Bonds, as described in Section 11.4(a) hereof.

(d) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first, to the Reserve Account to restore any transfers from the Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, second, to the Additional Interest Reserve Account to restore any transfers from the Additional Interest Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, and third, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in an account of the Reserve Fund, the City may direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be paid.

(g) Any additional Pledged Revenues remaining after the satisfaction of the foregoing shall be applied by the Trustee, as instructed by the City pursuant to a City Certificate, for any lawful purpose permitted by the PID Act for which such additional Pledged Revenues may be used, including transfers to other Funds and Accounts created pursuant to this Indenture.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account, as provided below.

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(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(f) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

Date	**Amount ($)**

Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the Major Improvement Area Projects Account of the Project Fund, or if the Major Improvement Area Projects Account of the Project Fund has been closed as provided in Section 6.5(e) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1 hereof.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates. Disbursements from the Major Improvement Area Projects Account of the Project Fund to pay Actual Costs of the Major Improvement Area Projects shall be made by the Trustee upon receipt by the Trustee of either a properly executed and completed Certification for Payment or written direction from the City or its designee approving the disbursement to the Developer or the Developer's designee. The disbursement of funds from the Major Improvement Area Projects Account pursuant to a Certification for Payment shall be pursuant to and in accordance with the disbursement procedures described in the Major Improvement Area Projects Construction, Funding and Acquisition Agreement. Such provisions and procedures related to such disbursements contained in the Major Improvement Area Projects Construction, Funding and Acquisition Agreement, are herein incorporated by reference and deemed set forth herein in full.

(c) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Major Improvement Area Projects Account of the Project Fund are not expected to be expended for purposes of the Major Improvement Area Projects Account of the Project Fund due to the abandonment, or constructive abandonment, of the Major Improvement Area Projects, such that, in the opinion of the City Representative, it is unlikely that the amounts in the Major Improvement Area Projects Account of the Project Fund will ever be expended for the purposes of such Account, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Major Improvement Area Projects Account of the Project Fund that are not expected to be used for purposes of such Account. If such City

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Certificate is so filed, the amounts on deposit in the Major Improvement Area Projects Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture.

(d) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(e) Upon the filing of a City Certificate stating that all Major Improvement Area Projects have been completed and that all Actual Costs of the Major Improvement Area Projects have been paid, or that any such Actual Costs are not required to be paid from the Major Improvement Area Projects Account of the Project Fund pursuant to a Certification for Payment or written direction from the City or its designee, the Trustee (i) shall transfer the amount, if any, remaining within the Major Improvement Area Projects Account of the Project Fund to the Bond Fund, and (ii) shall close the Major Improvement Area Projects Account. If the Major Improvement Area Project Account has been closed as provided above and the Costs of Issuance Account has been closed as provided in Section 6.5(f) hereof, the Project Fund shall be closed.

(f) Not later than six months following the Closing Date, or upon an earlier determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to another Account of the Project Fund and used to pay Actual Costs or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds, as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

(a) The Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds to accumulate from the deposits described in Section 6.3(a) hereof, and when accumulated, maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Account Requirement except to the extent such deficiency is due to the application of Section 6.7(d) hereof. All amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture.

(b) The Trustee, if needed, will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Additional Interest Reserve Account on March 1 and September 1 of each year, commencing March 1, 2024, an amount equal to the Additional Interest collected, if any, until the Additional Interest Reserve Requirement has been has accumulated in the Additional Interest Reserve Account. If the amount on deposit in the Additional Interest Reserve Account shall at any time be less than the Additional Interest Reserve Requirement, the Trustee shall notify the City, in writing, of the amount of such shortfall, and the City shall resume collecting the Additional Interest and shall file a City Certificate with the Trustee

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instructing the Trustee to resume depositing the Additional Interest from the Bond Pledged Revenue Account of the Pledged Revenue Fund into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that the City shall not be required to replenish the Additional Interest Reserve Account in the event funds are transferred from the Additional Interest Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment pursuant to Section 4.4 of this Indenture. In the event the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement then the deposits described in the immediately preceding sentence shall continue until the Additional Interest Reserve Account has been fully replenished. If, after such deposits, there is surplus Additional Interest remaining, the Trustee shall transfer such surplus Additional Interest to the Redemption Fund, and shall notify the City of such transfer in writing. In calculating the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on the Annual Installments as shown on the Major Improvement Area Assessment Roll in the Service and Assessment Plan or an Annual Service Plan Update, unless and until it receives a City Certificate directing that a different amount be used.

(c) Whenever a transfer is made from an Account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, the Trustee shall transfer, on the Business Day prior to the redemption date (or on such other date as agreed to by the City and the Trustee), from the Reserve Account of the Reserve Fund to the Redemption Fund, an amount specified in a City Certificate to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to the principal amount of Bonds to be redeemed with Prepayments multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayments toward payment of accrued interest, there are insufficient funds in the Redemption Fund to pay the principal amount plus accrued and unpaid interest to the date fixed for redemption of the Bonds to be redeemed, as identified in a City Certificate, as a result of such Prepayments and as a result of the transfer from the Reserve Account under this Section 6.7(d), the Trustee shall transfer an amount equal to the shortfall, and/or any additional amounts necessary to permit the Bonds to be redeemed in minimum principal amounts of $1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of debt service on the Bonds on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within thirty days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to a specified Account of the Project Fund if such application and the expenditure of funds is expected to occur within three years of

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the date hereof, or (iii) for such other use specified in such City Certificate if the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such alternate use will not adversely affect the exemption from federal income tax of the interest on any Bond.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first, from the Additional Interest Reserve Account of the Reserve Fund to the Bond Fund and, second, from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds.

(h) If, after a Reserve Account withdrawal pursuant to Section 6.7(f), the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(i) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Outstanding Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds as of such Interest Payment Date.

Section 6.8. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the City to be designated "City of Celina, Texas, Rebate Fund" (the "Rebate Fund") to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts relating to the Bonds due the United States Government in accordance with the Code.

(b) In order to assure that Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebate Amount to the Bond Fund.

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Section 6.9. Administrative Fund.

(a) The City shall deposit or cause to be deposited to the District Administration Account of the Administrative Fund the amounts collected each year to pay Administrative Expenses and Delinquent Collection Costs.

(b) Moneys in the District Administration Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds and Accounts created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) days in advance of the making of such investment. The money in any Fund or Account shall be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Notwithstanding the preceding sentence, amounts in the Additional Interest Reserve Account may not be invested above the Yield (as defined in Section 7.5(a) hereof) on the Bonds, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such investment and/or the failure to comply with such yield restriction will not adversely affect the exemption from federal income tax of the interest on any Bond. Investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds or Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall have no investment discretion and the Trustee's only responsibility for investments shall be to follow the written instructions contained in any City Certificate and to insure that an investment it is directed to

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purchase is a permitted investment pursuant to the terms of this Indenture. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City and the Administrator monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, unless the Trustee receives a written request, the Trustee is not required to provide brokerage confirmations so long as the Trustee is providing such monthly cash transaction statements.

Section 6.11. Security of Funds.

All Funds or Accounts heretofore created, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds or Accounts shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Assessments.

The City hereby confirms, covenants, and agrees that, the Assessments to be collected from the Assessed Property are so reflected in the Service and Assessment Plan (as it may be updated from time to time) and in accordance with the Assessment Ordinance, it has levied the Assessments against the respective Assessed Parcels from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Assessments.

(a) For so long as any Bonds are Outstanding, and/or amounts are due to the Developer to pay it for funds it has contributed to pay Actual Costs of the Major Improvement Area Projects in accordance with the Major Improvement Area Projects Construction, Funding, and Acquisition Agreement, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the

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currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Parcel. Furthermore, nothing shall obligate the City, the City Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the City and its appropriate collections enforcement designees.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

(b) So long as Bonds are Outstanding hereunder, and except as set forth in Section 13.2 hereof, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds and Refunding Bonds, if any, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under this Indenture, except for other indebtedness incurred in compliance with Section 13.2 hereof.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds or any interest thereon remain Outstanding and unpaid, and/or the obligation to the Developer to pay it for funds it has contributed to pay Actual Costs of the Major Improvement Area Projects in accordance with the Major Improvement Area Projects Construction, Funding, and Acquisition Agreement remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and Owners of any Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"*Closing Date*" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

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"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Regulations" means any proposed, temporary or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced

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directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of Section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Assessments continue to meet such requirements for so long as the Bonds are outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

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(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Certificate, direct the Trustee to transfer to the Rebate Fund from the funds or subaccounts designated in such City Certificate and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, or City Secretary individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII

LIABILITY OF CITY

The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or

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imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or event of default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (the "Bond Documents"), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Administrative Expenses) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Trust Estate, the funds available for such payment in any of the Pledged Funds, if any, or the amounts collected to pay Administrative Expenses on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture, the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any

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action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Paying Agent/Registrar.

The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, the Trustee may not request or require indemnification as a condition to making any deposits, payments, or transfers when required hereunder, or delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund or the District Administration Account of the Administrative Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the offering documents, this Indenture, or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code. The Trustee has the right to act through agents and attorneys.

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The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct, both before and after default by the City. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Major Improvement Area Projects.

The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the holders of at least a majority of the aggregate principal amount of Bonds then Outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default.

In case a default or an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified), the Trustee shall exercise those rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its sole discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished

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pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the District Administration Account of the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the Owners of a majority in aggregate outstanding principal amount of the Bonds.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by (i) the Owners of at least a majority of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor

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thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the aggregate outstanding principal of the Bonds.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least twenty-five percent (25%) of the aggregate outstanding principal of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Unless such successor Trustee shall have been appointed by the Owners of the Bonds, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds, in accordance with the immediately preceding paragraph.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

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Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee to File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, such continuation statements as are delivered to the Trustee by the City, or on behalf of the City, and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the “UCC”), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC.

Section 9.14. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds. Permissive rights of the Trustee are not to be construed as duties.

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ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of at least a majority of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by Applicable Laws and this Indenture), or reduce the percentage of Owners of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

(b) This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;

(iv) to provide for the issuance of Refunding Bonds as set forth in Section 13.2 hereof; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

(c) Any modification or amendment made pursuant to Section 10.1(b) shall not be subject to the notice procedures specified in Section 10.3 below.

(d) Notwithstanding the above, no Supplemental Indenture under subsections (a) or (b)(i), (b)(ii), (b)(iii), (b)(v) of this Section shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the: (i) interest of the Owners in any material respect, without the consent of the

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Owners or (ii) exclusion of interest on any Bond Similarly Secured from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first-class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided and the City or Bond Counsel, acting on the City's behalf, has delivered to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the exclusion of interest on any Bond from gross income for purposes of federal income taxation. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period; provided, however, that the Trustee during such sixty day period and any such further period during which any such action or proceeding may be pending shall be entitled in its sole discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture, as it may deem expedient; provided, further, that the Trustee shall have

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no obligation to take or refrain from taking any such action and the Trustee shall have no liability with respect to any action taken or any instance of inactions.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Outstanding Bonds shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.6. Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.7. Waiver of Default

With the written consent of at least a majority in aggregate principal amount of the Bonds then Outstanding, the Owners may waive non-compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

(a) Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Assessments, including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the City to make the payments; and

(iv) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate Outstanding principal of the Bonds with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

(b) Nothing in Section 11.1(a) will be an Event of Default if it is in violation of any applicable state law or court order.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of at least 25% of the Bonds then Outstanding and its receipt of indemnity satisfactory to it, shall proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies of default.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall

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select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of not less than 25% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for ninety (90) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the Owners of at least a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

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(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee, and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bonds in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first-class, postage prepaid, only to each Owner at the address appearing upon the Register.

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Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of at least 25% of the aggregate outstanding principal of the Bonds shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method, and place of conducting a proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture, or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with Applicable Laws and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which, in the opinion of the Trustee, would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Pledged Revenues and the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Additional Obligations or Other Liens.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Pledged Revenues. Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds issued in accordance with this Section, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

(c) Notwithstanding any contrary provisions of this Indenture, the City shall not issue additional bonds, notes, or other obligations under this Indenture, secured by any pledge of or other lien or charges on the Pledged Revenues or other property of the Trust Estate pledged under this Indenture other than Refunding Bonds. The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the state of Texas.

(d) The City reserves the right to issue or incur Additional Obligations to finance the cost of future improvements specifically benefitting property in Future Phases as the development proceeds. For the avoidance of doubt, the conditions set forth in this Section 13.2 do not apply to the issuance of a series of Improvement Area #1 Bonds. Such Additional Obligations for the Future Phases will be secured by separate assessments levied on the assessed property within each respective Future Phase. The City may, but is under no obligation to, issue or incur Additional Obligations, for any purpose permitted by the PID Act; provided, however, that no Additional Obligations secured by assessments levied against a Future Phases shall be issued unless such Additional Obligations are made to mature on September 1 in each of the years in which they are scheduled to mature, and the below conditions have been met:

(i) The Trustee shall receive a certificate from the City Representative certifying (A) that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in this Indenture or in any indenture of trust authorizing the issuance of Additional Obligations and (B) the Developer is not delinquent with respect to fees or any other funds or commitments to be paid to the City in accordance with the Development Agreement;

(ii) The Trustee and the City shall receive a certificate from the Developer, through an authorized representative, certifying that the Developer is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Developer contained in the Development Agreement or any continuing disclosure agreement entered into by the Developer relating to any Additional Obligations (including those relating to the Improvement Area #1 Bonds), unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by the Developer which defaults shall be cured) are disclosed in a certificate from the Developer to the City and the City elects to proceed with the issuance of the Additional Obligations regardless of the existence of such default or defaults;

(iii) The Trustee and the City shall receive a certificate from the Administrator certifying that neither the Developer or any owner of more than five percent (5%) of the assessed parcels in the applicable Future Phase is delinquent with respect to the payment of special assessments and ad valorem taxes (other than any ad valorem taxes being contested in good faith) on the assessed parcels owed by the Developer or such owner, respectively, in such Future Phase;

(iv) The Trustee and the City shall receive a certificate from the Developer certifying that at least seventy-five percent (75%) of the parcels to be assessed in the Future Phase, for which the Additional Obligations will be issued, are under contract with merchant builder(s) or real estate developer(s) for sale to end users; and building permits for homes have been issued and vertical construction has commenced (which means

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framing on the main structure has begun) for at least forty percent (40%) of the total lots or residential units, as applicable, in the preceding phase(s) of the District for which bonds have been issued, in part or whole, to fund local improvements;

(v) The Trustee and City shall receive an Independent Appraisal evidencing that the ratio of the combined value of all parcels in such Future Phase for which assessments have been levied or will be levied to the combined assessments levied and to be levied against the parcels within such Future Phase is not less than 2:1; and

(vi) The parcel(s) of Assessed Property anticipated to be developed as a multi-family residential property (as further described in the Service and Assessment Plan) is under contract with a third-party unrelated to the Multi-Family Developer or the Single-Family Developer and the purchasing third-party has deposited non-refundable earnest money related to the purchase of the parcel(s).

(e) Notwithstanding the provisions of Section 13.2(d) above, Refunding Bonds issued to refund all or a portion of the Bonds shall not be required to meet the requirements set forth in Section 13.2(d)(iv), Section 13.2(d)(v) or Section 13.2(d)(vi).

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, the Trust Estate, and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the in Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Deemed Paid.

All Outstanding Bonds shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee for such purpose, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys and/or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each rating agency then publishing a rating on the Bonds that such deposit will not result in the reduction or withdrawal of the rating on the Bonds. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the

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City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate, shall be in writing and shall be telexed, cabled, delivered by hand, mailed by first-class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City:	City of Celina, Texas 142 North Ohio Celina, Texas 75009 Attention: City Manager
If to the Trustee or the Paying Agent/Registrar:	U.S. Bank Trust Company, National Association Attention: Bond Operations 111 Fillmore Avenue East St. Paul, Minnesota 55107-1402

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Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

(c) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining

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portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. No Boycott of Israel.

To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.11. Iran, Sudan, and Foreign Terrorist Organizations.

The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made

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solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.12. No Discrimination Against Fossil Fuel Companies.

To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.13. No Discrimination Against Firearm Entities and Firearm Trade Associations.

(a) To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association,

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or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

(b) The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF CELINA, TEXAS

By: _____
Mayor

Attest:

_____
City Secretary

[CITY SEAL]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXHIBIT A

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
No. _____

REGISTERED
$_____

United States of America
State of Texas

CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 1, 20___	_____	_____

The City of Celina, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing September 1, 2023, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in St. Paul, Minnesota (the "Designated Payment/Transfer Office"), of U.S. Bank Trust Company, National Association, as trustee and paying agent/registrar (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor.

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Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated April 6, 2023 and issued in the aggregate principal amount of $_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of April 1, 2023 (the "Indenture"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Major Improvement Area Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Major Improvement Area Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

The Bonds are limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in denominations of $100,000 and any multiple of $1,000 in excess thereof.

The Bonds are subject to sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Redemption Fund pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture the Trustee shall select for redemption, pursuant to the provisions of the Indenture, a principal amount of Bonds of such maturity equal to the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__ before their scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the redemption price of par plus accrued interest to the date of redemption.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, and in an amount and on a date specified in a City Certificate, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption pursuant to the provisions of the Indenture, from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the redemption price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds, and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond, redeemed in part.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City has reserved the right to issue Additional Obligations on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

_____
Mayor, City of Celina, Texas

_____
City Secretary, City of Celina, Texas

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO._____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
Dallas, Texas, as Trustee

DATED: _____

By:_____
Authorized Signatory

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

_____

_____

_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____ _____

Signature Guaranteed By:

_____

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years Principal Amount ($) Interest Rate (%)"

(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered T-1.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXHIBIT B

BOND PURCHASE AGREEMENT

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Draft 02.23.2023

$3,495,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

BOND PURCHASE AGREEMENT

March 14, 2023

City of Celina, Texas
142 N. Ohio St.
Celina, Texas 75009

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the City of Celina, Texas (the "City"), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein), between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), authorizing the issuance of the Bonds (defined herein), and the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $3,495,000 aggregate principal amount of the "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Major Improvement Area Project)" (the "Bonds"), at a purchase price of $_____ (representing the aggregate principal amount of the Bonds, less an Underwriter's discount of $_____) and no accrued interest.

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a "municipal advisor" (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with the

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Major Improvement Area Projects financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated as of the Closing Date (defined below), and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on April 6, 2023 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the "City Council") on March 14, 2023 (the "Bond Ordinance"), and shall be issued pursuant to the provisions of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of April 1, 2023, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the Trust Estate (as defined in the Indenture) consisting primarily of revenue from assessments (the "Assessments") levied pursuant to a separate ordinance adopted by the City Council on March 14, 2023 (the "Assessment Ordinance"), against assessable property (the "Assessed Property") located within the Major Improvement Area of the Ten Mile Creek Public Improvement District (the "District") all to the extent and upon the conditions described in the Indenture. The District was established by a resolution (the "Creation Resolution"), enacted by the City Council on September 14, 2021, in accordance with the Act. The service and assessment plan for the District was approved on March 14, 2023 (the "Service and Assessment Plan"). The Creation Resolution, the Assessment Ordinance, the Bond Ordinance, and the Indenture are collectively referred to herein as the "Authorizing Documents."

The Bonds shall be as described in Schedule I attached hereto, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for the purposes

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

described in the Limited Offering Memorandum under "PLAN OF FINANCE – The Bonds" and shall be generally applied as described in the Limited Offering Memorandum under "SOURCES AND USES OF FUNDS."

The City has been advised that the Reserve Account, funded at the Reserve Account Requirement, is reasonably required for the purposes for which the Reserve Account has been established, is a vital factor in marketing the Bonds, and facilitates the marketing of the Bonds at interest rates comparable to those of other bonds of a similar type.

3. Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 4 hereof to no more than thirty-five persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended and as then in effect (the "Securities Act")) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act). On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (as defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price.

a. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or before the third (3rd) business day prior to the Closing Date an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B (the "Issue Price Certificate"), with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this Section to establish the issue price of the Bonds may be taken on behalf of the City by the Financial Advisor (defined below) and any notice or report to be provided to the City may be provided to the Financial Advisor or to Bond Counsel.

b. The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. The City will treat the first price at which 10% of each maturity of the Bonds is sold to the public as of the sale date as the issue price of that maturity (the "10% test"). At or promptly after the execution of this Agreement, the Underwriter shall report to the City on Schedule A to the Issue Price Certificate the first price at which the Underwriter has sold to the public each maturity of Bonds and shall identify to the City on Schedule A to the Issue Price Certificate those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

c. The City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

met as of the date of this Agreement, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5^{th}) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5^{th}) business day after the sale date.

d. The Underwriter confirms that any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public, and (C) acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

e. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

(i) "public" means any person other than an underwriter or a related party to an underwriter;

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) "sale date" means the date of execution of this Agreement by all parties.

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated February [28], 2023 (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the MSRB Rule G-32 ("Rule G-32"). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds, are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the public offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed "final" by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32, and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25^{th}) day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will promptly notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the "Non-City Disclosures") (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in the maps of the District therein or under the captions and subcaptions "PLAN OF FINANCE" (except for the information under the subcaptions "– The Bonds," "– Additional Indebtedness – *Improvement Area #1 Bonds,*" and "– Additional Indebtedness – *Related But Separate Securities*"), "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BOOK-ENTRY ONLY SYSTEM," "THE MAJOR IMPROVEMENT AREA PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER," "THE PID ADMINISTRATOR," "APPRAISAL," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Major Improvement Area Projects, and the Development (as defined in the Limited Offering Memorandum)), "LEGAL MATTERS – Litigation – The Developer," "CONTINUING DISCLOSURE – The Developer" and "– The Developer's Compliance with Prior Undertakings," "INFORMATION RELATING TO THE TRUSTEE," "APPENDIX E-2," and "APPENDIX H." If such notification shall be subsequent to the Closing Date, the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access ("EMMA") system within one (1) business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing Date.

f. Limited Offering. The Underwriter hereby represents, warrants, and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five (35) persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act).

6. City Representations, Warranties and Covenants. The City represents, warrants, and covenants that:

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the "State"), and has, and at the Closing Date will have, full legal right, power, and authority:

(i) to enter into and perform its duties and obligations under:

(1) this Agreement;

(2) the Indenture;

(3) the Development Agreement (Belknap Tract), between the City and CCD – Coit Land, LLC, approved by the City on September 14, 2021, as partially assigned to CCD – Ten Mile Creek, LLC, a Texas limited liability company (the "Developer") (as amended, the "Development Agreement");

(4) the Ten Mile Creek Public Improvement District Major Improvement Area Construction, Funding, and Acquisition Agreement, effective March 14, 2023, between the City and the Developer (the "Construction Funding Agreement"); and

(5) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of April 1, 2023 (the "Continuing Disclosure Agreement of Issuer"), executed and delivered by the City, MuniCap, Inc., as PID Administrator (the "PID Administrator), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent (the "Dissemination Agent");

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Development Agreement, (4) the Construction Funding Agreement, (5) the Continuing Disclosure Agreement of Issuer, (6) the Limited Offering Memorandum, and (7) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (7) being referred to collectively herein as the "City Documents").

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing will have, full legal right, power, and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell, and deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to, and consummate the transactions on the part of the City described by the Bond Ordinance and the other City Documents.

d. No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default, or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution, and delivery of the Bonds and the City Documents and compliance by the City with obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation, or instrument, except as may be permitted by the City Documents.

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests, or seeks to prohibit, restrain, or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts

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pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of certain revenues and the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

g. Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the Act on those parcels of land identified in the Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to, or the absence of which would adversely affect the due performance by the City of its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents, and orders as may be required under Blue Sky or securities laws of any jurisdiction.

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes, or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.

j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

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provided, however, that the City makes no representations with respect to the Non-City Disclosures.

k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 5 of this Agreement) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

l. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 5 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

m. Compliance with Rule 15c2-12. During the past five (5) years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to

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(y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate, and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing Date it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing Date.

r. Financial Advisor. The City has engaged Hilltop Securities Inc. as its financial advisor (the "Financial Advisor") in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties, and covenants set forth above.

7. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer an executed Developer Letter of Representations (the "Developer Letter of Representations") in the form of Appendix A hereto, and on the Closing Date, a certificate signed by the Developer as set forth in Section 10(e) hereof (the "Developer Closing Certificate").

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its "FAST" System the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to Norton Rose Fulbright US LLP ("Bond Counsel"), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are

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herein called the "Closing." The Bonds will be made available to the Underwriter or Underwriter's Counsel (defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developer Letter of Representations and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

b. Executed Agreements and Performance Thereunder. At the time of the Closing:

(i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter;

(ii) the Authorizing Documents shall be in full force and effect;

(iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter's Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents;

(iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Locke Lord LLP ("Developer's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Development Agreement, the Construction Funding Agreement, and the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of April 1, 2023, executed and delivered by the Developer, the PID Administrator, and the Dissemination Agent (the "Continuing Disclosure Agreement of Developer" and, together with the Developer Letter of Representations, the Development Agreement, and the Construction Funding Agreement, the "Developer Documents"); and

(v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents, or other documents relating to the financing and

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construction of the Major Improvement Area Projects and the Development (as defined in the Limited Offering Memorandum), and the Developer shall not be in default in the payment of principal of or interest on any of its indebtedness which default shall materially adversely impact the ability of the Developer to pay the Assessments when due or to complete the Major Improvement Area Projects.

d. Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 10 below.

e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's reasonable judgment, the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(i) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either the House or the Senate thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either the House or the Senate of the Congress of the United States by a Committee of such the House or the Senate to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof; or

(ii) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from

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registration under, any provision of the federal securities laws, including the Securities Act, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(iii) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; or

(iv) there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(v) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed or described in the Limited Offering Memorandum; or

(vi) any state blue sky or securities commission or other governmental agency or body in any state in which more than ten percent (10%) of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(vii) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments pledged to pay principal of and interest on the Bonds; or

(viii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(ix) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any

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statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(x) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(xi) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(xii) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(xiii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(xiv) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (viii), (xiii) and (xiv) above, the Underwriter is not aware of any current, pending, or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

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b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness, or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum, but that Bond Counsel has reviewed the statements and information appearing therein under the captions and subcaptions "PLAN OF FINANCE – The Bonds," "– Additional Indebtedness – *Improvement Area #1 Bonds*," and "– Additional Indebtedness – *Related But Separate Securities*," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS – Legal Proceedings" (first paragraph only), "– Legal Opinions," "CONTINUING DISCLOSURE – The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and APPENDIX B and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance, and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinance (including approving the Service and Assessment Plan) and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the "City Actions") and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended, or rescinded; and

(iv) The Indenture, the Development Agreement, the Construction Funding Agreement, the Continuing Disclosure Agreement of Issuer, and this Agreement have been duly authorized, executed, and delivered by the City and, assuming the due authorization, execution, and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to governmental entities.

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c. City Legal Opinion. An opinion of an attorney for the City, dated the Closing Date and addressed to the Underwriter, the City, Bond Counsel, Developer's Counsel, and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinion of Counsel to the Developer. An opinion of Developer's Counsel, substantially in the form of Appendix D hereto, dated the Closing Date, which shall be addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, and the Trustee. Such opinion shall be in substantially such form unless the City and the Underwriter mutually agree upon changes thereto.

e. Developer Closing Certificate. The Developer Closing Certificate dated as of the Closing Date, signed by authorized officers of the Developer in substantially the form of Appendix E hereto.

f. City Closing Certificate. A certificate of the City, dated the Closing Date, to the effect that:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization, and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin, or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents on its part to be complied with or satisfied hereunder at or prior to the Closing.

g. Trustee's Counsel Opinion. An opinion of counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, the City, and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City, and Bond Counsel to the following effect:

(i) The Trustee is duly organized, validly existing, and in good standing as a national banking association organized under the laws of the United States of

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

America, and is duly qualified to serve as Trustee in accordance with the qualifications set forth for the Trustee in the Indenture;

(ii) The Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture; and

(iii) The Indenture has been duly authorized, executed, and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms.

h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, Underwriter's Counsel, and Bond Counsel.

i. Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Orrick, Herrington & Sutcliffe LLP ("Underwriter's Counsel"), to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(ii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness, or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and it makes no representation that it has independently verified the accuracy, completeness, or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, Norton Rose Fulbright US LLP, as bond counsel, Hilltop Securities Inc., as Financial Advisor, the PID Administrator, the Developer and its counsel and its engineers, and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond the date of this Agreement), and in reliance thereon, on oral and written statements and representations of the City, the Developer, and others and on the records, documents, certificates, opinions, and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe, as of the date of the

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Preliminary Limited Offering Memorandum and as of the date of this Agreement, based on the documents, drafts, and facts in existence and reviewed as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Securities and Exchange Commission Rule 15c2-12 or otherwise left blank, and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum as of its date and as of the date of Closing contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that such counsel expressly excludes from the scope of this paragraph and expresses no view, with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, about any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the parties, Appendices, or any information about book-entry, DTC, Cede & Co., tax exemption, underwriters, or underwriting included or referred to therein or omitted therefrom. No responsibility is undertaken or conclusion expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum; and

(iii) The Continuing Disclosure Agreement of Issuer satisfies the requirements contained in Securities and Exchange Commission Rule 15c2-12(b)(5) for an undertaking by the City for the benefit of the holders of the Bonds to provide the information at the times and in the manner required by said Rule; provided that, for purposes of this opinion, such counsel is not expressing any view regarding the content of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum that is not expressly stated in numbered paragraph ii, above.

j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

k. Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

l. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

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m. Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary, or proposed), issued pursuant to the Code.

n. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

o. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1 and Appendix E-2.

p. Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property in the District dated December 11, 2022.

q. Letter of Representation of PID Administrator. Letter of Representation of PID Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

r. Evidence of Filing of Creation Resolution and Assessment Ordinance. Evidence that the Creation Resolution and the Assessment Ordinance, including the legal description of the property within the District, the Assessment Roll, and the Service and Assessment Plan have been filed of record in the real property records of Collin County, Texas.

s. Lender Consent Certificate. A Lender Consent Certificate of each holder of a lien, if any, on land in the Major Improvement Area of the District on the Closing Date, consenting to and acknowledging the creation of the District, the adoption of the Assessment Ordinance, the levy of the Assessments, and the subordination of their respective liens to the lien created by the Assessments in a form acceptable to the Underwriter. In the event that there are no such lienholders, the Developer shall provide such certifications as may be reasonably requested by the Underwriter to confirm that no such liens exist as of the Closing Date.

t. Developer Organizational Documents. The Developer shall have delivered to the Underwriter and the City (i) fully executed copies of the Developer's organizational documents, (ii) a Certificate of Status from the Texas Secretary of State, and (iii)

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verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

u. Rule 15c2-12 Certification. A resolution, an ordinance (including the Bond Ordinance), or a certificate of the City whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Section (b)(1) of Rule 15c2-12 in connection with the offering of the Bonds, which action may be based on the approval of the release of the Preliminary Limited Offering Memorandum by an authorized City official (if such official has been duly authorized to take such action by the City Council), or certification, if made in the form of a certificate, may be included in the City Certificate required by Section 10(f) hereof.

v. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City and the Developer have engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

w. Reserved.

x. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, and the opinion of Bond Counsel described in Section 10(a) hereof.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15, and 27 hereof.

13. Costs and Expenses.

a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum, and any supplements and amendments thereto; (iii) the fees and disbursements of the City's Financial Advisor, the Trustee's counsel, Bond Counsel, Developer's Counsel, and the Trustee relating to the issuance of the Bonds; (iv) the Attorney General's review fees; (v) the fees and disbursements of accountants, advisers, and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Appraiser and the PID Administrator; and (vi) the expenses incurred by or on behalf of

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City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its public offering and distribution of the Bonds, except as noted in subsection 13(a) above.

c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation, whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Celina, Texas, 142 North Ohio Street, Celina, Texas 75009, Attention: City Manager.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Mr. R.R. "Tripp" Davenport, III, Director.

15. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to, or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

16. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The City and the Underwriter agree that electronic signatures to this Agreement may be regarded as original signatures.

17. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

18. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State.

19. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

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20. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

22. Iran, Sudan and Foreign Terrorist Organizations. The Underwriter represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law and excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

23. No Discrimination Against Fossil-Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable federal or Texas law. As used in the foregoing verification, "boycott energy companies," shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale,

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or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and State law; or (B) does business with a company described by (A) above.

24. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable federal or State law.

As used in the foregoing verification,

(a) "discriminate against a firearm entity or firearm trade association" (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

(b) "firearm entity" means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and

(c) "firearm trade association" means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

25. Affiliate. As used in Sections 21 through 24, the Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.133(f), and exists to make a profit.

26. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement 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 Underwriter, 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 Underwriter and the City 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 Underwriter; and neither the City nor its consultants have verified such information.

27. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Sections 13 and 15 shall survive any termination of this Agreement.

[Signature pages follow.]

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

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Accepted at _____ a.m./p.m. central time on the date first stated above.

City of Celina, Texas

By: _____
City Manager

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

SCHEDULE I

$3,495,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

Interest Accrues From: Date of Delivery

$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a)(b)(c)(d)]
$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a)(b)(c)(d)]
$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a)(b)(c)(d)]

(a) The initial reoffering prices or yields of the Bonds have been determined in accordance with the 10% test.

(b) The Bonds maturing on or after September 1, 20__, may be redeemed before their scheduled maturity date, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date fixed of redemption.

(c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS – Redemption Provisions."

(d) The Bonds are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedules.

$_____ Term Bonds maturing September 1, 20__

Redemption Date	Sinking Fund Installment Amount
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__†	

† Stated maturity.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

$3,495,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

DEVELOPER LETTER OF REPRESENTATIONS

March 14, 2023

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase the $3,495,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Major Improvement Area Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, CCD – Ten Mile Creek, LLC, a Texas limited liability company (the "Developer"), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations up to and including the date the Underwriter is no longer required to

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provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps of the District therein and under the captions and subcaptions "PLAN OF FINANCE" (except for the information under the subcaptions "– The Bonds," "– Additional Indebtedness – *Improvement Area #1 Bonds,*" and "– Additional Indebtedness – *Related But Separate Securities*"), "THE MAJOR IMPROVEMENT AREA PROJECTS," "THE DEVELOPMENT," and "THE DEVELOPER" and, to the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Major Improvement Area Projects, and the Development (as defined in the Limited Offering Memorandum)), "LEGAL MATTERS – Litigation – The Developer," "CONTINUING DISCLOSURE – The Developer" and "– The Developer's Compliance with Prior Undertakings," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX E-2," "APPENDIX F," and "APPENDIX G" (collectively, the "Developer Disclosures") in accordance with subsection 4(f) herein.

3. Developer Documents. The Developer has executed and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

a. this Developer Letter of Representations;

b. the Development Agreement (Belknap Tract), between the City and CCD – Coit Land, LLC, approved by the City of September 14, 2021, as partially assigned to the Developer, as amended;

c. the Ten Mile Creek Public Improvement District Major Improvement Area Construction, Funding, and Acquisition Agreement, effective March 14, 2023, between the City and the Developer; and

d. the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of April 1, 2023, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent.

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The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

b. Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the "Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction, or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party.

d. No Litigation. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

g. Events of Default. No "Event of Default" or "event of default" by the Developer under any of the Developer Documents, any documents to which the Developer is a party described in the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Major Improvement Area Projects to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default" by the Developer has occurred and is continuing.

5. Indemnification.

a. The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees, and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act of 1933 or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement, or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer, or the Underwriter.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

Signature page follows.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Dated: _____

CCD – Ten Mile Creek, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

APPENDIX B

$3,495,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of FMSbonds, Inc. ("FMS"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds") of the City of Celina, Texas (the "Issuer").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) FMS offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, FMS agreed in writing on or prior to the Sale Date that (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which FMS sold at least 10% of such Hold-the-Offering-

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is March 14, 2023.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The remainder of this page is left blank intentionally.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents FMS's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Tax Exemption with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

FMSbonds, Inc.,
as Underwriter

By:_____

Name: R.R. "Tripp" Davenport, III
Title: Director, Investment Banking

Date: _____, 2023

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(*Attached*)

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

APPENDIX C

LETTERHEAD OF MESSER, FORT & MCDONALD, PLLC

April 6, 2023

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US, LLP
2200 Ross Avenue
Suite 3600
Dallas, Texas 75201-7932

U.S. Bank Trust Company, National Association, as Trustee
111 Filmore Avenue East
St. Paul, Minnesota 55107
Attn: Bond Operations

Locke Lord LLP
2200 Ross Avenue, Suite 2800
Dallas, Texas 75201

$3,495,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

Ladies and Gentlemen:

We are the Attorney for the City of Celina, Texas (the "City"), for limited purposes, and are rendering this opinion in connection with the issuance and sale of $3,495,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Major Improvement Area Project)" (the "Bonds"), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. _____ and enacted by the City Council of the City (the "City Council") on March 14, 2023 (the "Bond Ordinance"), and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act") and the Indenture of Trust, dated as of April 1, 2023 (the "Indenture"), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The Bonds are being sold to FMSbonds, Inc. pursuant to the Bond Purchase Agreement dated March 14, 2023, between the City and FMSbonds Inc. (the "Bond Purchase Agreement"). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

In our capacity as City Attorney, and for the purpose of rendering opinions set forth herein, we have reviewed the following:

(a) The Resolution No. 2022-14R enacted by the City Council on September 14, 2021 (the "Creation Resolution").

(b) The Assessment Ordinance.

(c) The Bond Ordinance.

(e) The Indenture.

(f) The Development Agreement (Belknap Tract), between the City and CCD – Coit Land, LLC, approved by the City of September 14, 2021, as partially assigned to CCD – Ten Mile Creek, LLC, a Texas limited liability company (the "Developer").

(g) The Ten Mile Creek Public Improvement District Major Improvement Area Construction, Funding, and Acquisition Agreement, effective March 14, 2023, between the City and the Developer.

(h) That certain Major Improvement Area Landowner Agreement by and between the City and the Developer, entered into as of March 14, 2023.

(i) That certain Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of April 1, 2023 (the "Continuing Disclosure Agreement of the Issuer"), executed and delivered by the City, MuniCap, Inc., as PID Administrator (the "PID Administrator"), and HTS Continuing Disclosure Services, a Division of Hilltop Securities, Inc., as Dissemination Agent.

The Creation Resolution, the Assessment Ordinance, and the Bond Ordinance shall hereinafter be referred to as the "Authorizing Documents" and the remaining documents shall hereinafter be collectively referred to as the "Reviewed Documents."

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (a) the due authorization, execution, and delivery of each of the Reviewed Documents by all parties thereto other than the City; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on **Exhibit A** attached to this letter and the exclusions set forth on **Exhibit B** attached to this letter. Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Developer Closing Certificate delivered pursuant to the Bond Purchase Agreement; (d) the

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Developer's Letter of Representations delivered pursuant to the Bond Purchase Agreement; (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Locke Lord LLP, Developer's Counsel; (f) the PID Administrator's Letter of Representations delivered pursuant to the Bond Purchase Agreement; and (g) the Appraiser's Letter of Representations delivered pursuant to the Bond Purchase Agreement (collectively, the "Reliance Materials"). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances, or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in the light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

The opinions expressed herein are subject to the correctness in understanding that no beneficiary to this opinion letter may rely on this opinion letter to the extent that such beneficiary or its counsel has actual knowledge of any: (a) applicable laws, facts, or circumstances which would make any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts, or circumstances; and (b) judicial decisions which would make the opinions set forth herein incorrect.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Messer, Fort & McDonald, PLLC attorneys who have given substantive attention to matters concerning the City during the course of our representation of the City in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular, our response does not include matters known to any attorney of our firm in a capacity other than as counsel to the City. In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge," "our actual knowledge" and similar expressions signify that, in the course of our representation of the City the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Further, the words "our knowledge," "our actual knowledge" and similar expressions used in this opinion letter are intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in preparation of the Reviewed Documents in representation of the City. We have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the Reviewed Documents. The City has taken or obtained all actions, approvals, consents, and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the Reviewed Documents and the performance of its obligations thereunder.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

2. To the best of our knowledge, there is no action, suit, proceeding, inquiry, or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting, or seeking to prohibit, restrain, or enjoin the delivery of any of the Bonds, or the payment, collection, or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in the Major Improvement Area of the District pursuant to the provisions of the Assessment Ordinance, and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the Reviewed Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The Reviewed Documents have been duly authorized, executed and delivered by the City and remain legal, valid, and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such Reviewed Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the Reviewed Documents will not violate any provision of any Federal or Texas constitutional or statutory provision.

6. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES – Assessment Methodology" (first paragraph only), "THE CITY – Background" and "– City Government," "THE DISTRICT," and "LEGAL MATTERS – Litigation – The City" are a fair and accurate summary of the laws and the documents and facts summarized therein.

7. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the Reviewed Documents.

8. The adoption of the Authorizing Documents and the execution and delivery of the Reviewed Documents and the compliance with the provisions of the Authorizing Documents and the Reviewed Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order, or consent decree to which the City is subject.

The foregoing opinions are, with your concurrence, predicated on, limited by, and qualified in their entirety by the following:

(a) The foregoing opinions are based on and limited to the laws of the State of Texas, and we render no opinion with respect to the federal laws of the United States or to the laws of any other jurisdiction.

(b) We express no opinion with respect to the enforceability of provisions of the Reviewed Documents that relate to (i) mediation or arbitration; (ii) limitations or restrictions on, or waiver of, legal or equitable remedies; (iii) indemnity or release; (iv) limitations or restrictions on assignment or transfer of rights, interests or property; (v) the rights or obligations of third parties; (vi) evidentiary standards; (vii) waiver of rights to notice or the obligations of good faith, fair, dealing, diligence or reasonableness; (viii) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability; (ix) the availability of specific performance, injunctive relief or any other equitable remedy (regardless of whether such question is considered in a proceeding in equity or at law); (x) fixed, stipulated or liquidated damages; (xi) the making of determinations in the sole and absolute (or similarly described) discretion of a party to the Reviewed Documents; (xii) authorizing any party to exercise any rights other than in accordance with applicable law; (xiii) liability of any party for payment of any amount payable under the Reviewed Documents to the extent such amounts (A) accrue, or are attributable to any period of time, after the termination of any of the Reviewed Documents, (B) allow any other party to recover more than the "benefit of its bargain" or (C) exceed the amount of any party's actual damages; (xiv) rendering inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); (xv) requiring all amendments, waivers and terminations be in writing or requiring disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than the Reviewed Documents, or that consist of or employ provisions (whether operative or definitional) contained in any such other agreement; (xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxii) an exemption from any sales or other taxes; (xiii) disclaiming or limiting warranties implied by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

(c) The validity, binding effect, and enforceability of the Reviewed Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor's rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers, police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

(d) We express no opinion regarding the effect of the laws of usury or similar laws regarding interest rate limitations on the provisions of the Reviewed Documents.

(e) We express no opinion with respect to the matters described on Exhibit B attached to this letter.

(f) The opinions set forth herein are also subject to the qualification that enforceability of the Reviewed Documents may be limited by (i) the provisions of Section 130.002 of the Texas Civil Practice and Remedies Code regarding limitations on indemnifications; (ii) Section 28 of the Texas Property Code regarding prompt payment to contractors and subcontractors; (iii) Section 16.071 of the Texas Civil Practice and Remedies Code regarding the time period for a claimant to give notice of a claim for damages as a condition precedent to the right to sue on a contract; (iv) Section 16.070 of the Texas Civil Practice and Remedies Code regarding permitted contractual limitations on when a claimant may bring suit on a contract; (v) Section 38.02 of the Texas Civil Practice and Remedies Code providing for the notice time period in order for a claimant to recover attorneys' fees; (vi) the "express negligence" and "clear and conspicuous" rules adopted by the Texas Supreme Court, as applied to any indemnity or release provisions in the Reviewed Documents; (vii) Section 35.52 of the Texas Business and Commerce Code; (viii) Section 162.001 et seq. of the Texas Property Code; (ix) Section 302.002 of the Texas Finance Code; (x) Section 28.009 of the Texas Property Code; and (xi) claims of sovereign or governmental immunity by political subdivisions or governmental authorities or corporations acting on their behalf.

We express no opinion as to the laws of any jurisdiction other than the laws of Texas and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of Texas and the United States of America as currently in effect.

We assume there are no material misstatements in the legal opinions delivered by the other parties and entities to this transaction; and further specifically rely upon Bond Counsel to the City with regard to the Bond Ordinance, Indenture, Continuing Disclosure Agreement of Issuer, bond purchase agreement or other documents prepared, delivered or executed in connection with the Bonds and Bond documents, and the Attorney General's review and approval of the transaction.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the transactions described therein, and may not be used, circulated, quoted,

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent. This opinion letter does not constitute a warranty or guarantee or an opinion as to matters of fact and should not be construed or relied upon as such. This opinion letter is as of the date hereof only, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Very truly yours,
MESSER, FORT & MCDONALD, PLLC

_____

By: Julie Fort
City Attorney

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;

2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;

4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;

5. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the City, the Reviewed Documents are enforceable against the other parties thereto;

6. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;

7. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents;

8. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents;

9. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US LLP, Bond Counsel to the City; and (ii) Locke Lord LLP, Developer's Counsel;

10. There are no material misstatements in the Letters of Representations delivered pursuant to the Bond Purchase Agreement by: (i) Integra Realty Resources – Dallas, Appraiser; and (ii) Municap, Inc., PID Administrator;

11. None of the parties to the Reviewed Documents (other than the City) is a party to any court or regulatory proceeding relating to or otherwise affecting the Reviewed Documents or is subject to any order, writ, injunction, or decree of any court or federal, state, or local governmental agency or commission that would prohibit the execution and delivery of the Reviewed Documents, or the consummation of the transactions therein

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

contemplated in the manner therein provided, or impair the validity or enforceability thereof; and

12. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an administrative body and not adjudicated invalid or unenforceable are valid and enforceable.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

None of the opinions expressed in the letter to which this Exhibit B is attached include any implied opinion unless such implied opinion is both (a) essential to the legal conclusion reached by the express opinions set forth in this letter and (b) based upon prevailing norms and expectations among experienced lawyers in the State of Texas, reasonable in the circumstances. Moreover, unless explicitly addressed in the letter to which this Exhibit B is attached, our opinions do not address any of the following legal issues or the effects thereof on the transactions evidenced by the Bond Purchase Agreement or any other documents prepared, delivered, or executed in connection with the Bonds (the "***Bond Documents***"), and we specifically express no opinion with respect to the Bond Documents:

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state "***Blue Sky***" laws and regulations.

2. The compliance or noncompliance by the Underwriter, the Trustee, the Developer, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;

3. Compliance with fiduciary duty requirements;

4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.

5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;

6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;

7. The recordation or filing of any Bond Documents or related documents;

8. Federal and state environmental laws and regulations;

9. Federal and state land use and subdivision laws and regulations;

10. Federal and state tax laws and regulations;

11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;

12. Federal and state racketeering laws and regulations (e.g., RICO);

13. Federal and state health and safety laws and regulations (e.g., OSHA);

14. Federal and state labor laws and regulations;

15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws; and

16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

APPENDIX D

April 6, 2023

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US, LLP
2200 Ross Avenue
Suite 3600
Dallas, Texas 75201-7932

U.S. Bank Trust Company National Association, as Trustee
Attn: Bond Operations
111 Filmore Avenue East
St. Paul, Minnesota 55107

Messer, Fort & McDonald PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

$3,495,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

Ladies and Gentlemen:

I. Introduction

We have acted as special counsel to CCD – Ten Mile Creek, LLC, a Texas limited liability company (the "Developer"), in connection with the issuance and sale by the City of Celina, Texas (the "City"), of $3,495,000 City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Major Improvement Area Project) (the "Bonds"), pursuant to the Indenture of Trust, dated as of April 1, 2023 (the "Indenture"), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Ten Mile Creek" (the "Development") located [in the extraterritorial jurisdiction] [within the corporate boundaries] of the City.

The Bonds are being sold by FMSbonds, Inc. (the "Underwriter"), pursuant to that certain Bond Purchase Agreement, dated March 14, 2023 (the "Bond Purchase Agreement"), between the City and the Underwriter. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents (collectively, the "Material Documents"):

(1) the Development Agreement (Belknap Tract), as amended, between the City and CCD – Coit Land, LLC, approved by the City of September 14, 2021, as partially assigned to the Developer;

(2) the Ten Mile Creek Public Improvement District Major Improvement Area Construction, Funding, and Acquisition Agreement, effective March 14, 2023, between the City and the Developer;

(3) the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of April 1, 2023, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a Division of Hilltop Securities, Inc., as dissemination agent;

(4) the Developer Letter of Representations, effective as of March 14, 2023, relating to the Bonds;

(5) the Developer Closing Certificate with respect to the Bonds, dated April 6, 2023;

(6) the Major Improvement Area Landowner Agreement, between the City and the Developer, entered into as of March 14, 2023; and

(7) the General Certificate of the Developer with respect to the Bonds, dated as of April 6, 2023 (the "Developer Certificate").

(b) The Preliminary Limited Offering Memorandum, dated February [28], 2023, relating to the issuance of the Bonds (the "Preliminary Limited Offering Memorandum");

(c) The final Limited Offering Memorandum, dated March 14, 2023, relating to the issuance of the Bonds (the "Limited Offering Memorandum"); and

(d) Such other documents, records, agreements, and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge" signify that, in the course of our representation of the Developer the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words "our knowledge" and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer, as applicable), that: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto (other than the authorization, execution, and delivery by the Developer) and that each such document constitutes a valid, binding, and enforceable obligation of each party (other than the Developer) thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform its respective obligations under the Material Documents), (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental entity of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction, or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified, or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction, or decree of any court or federal, state, or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than the Developer) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

II. Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

(a) The Developer is a limited liability company formed under the laws of the State of Texas and qualified to transact business as a limited liability company, and in good standing under the laws of the State of Texas.

(b) The Developer has the power and authority to execute and deliver the Material Documents to which it is a party, and to perform its obligations thereunder.

(c) The execution and delivery by the Developer of the Material Documents to which it is a party, and the performance by the Developer of its obligations under the Material Documents will not (i) violate any applicable law; or (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform its obligations under the Material Documents to which it is a party.

(d) To our knowledge, no governmental approval which has not been obtained is required to be obtained by the Developer on or before the date hereof as a condition to the performance by the Developer of its obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

(e) Based solely on the Developer Certificate, the Developer has duly executed and delivered each of the Material Documents to which it is a party, and each of the Material Documents constitute the legal, valid, and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally, (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part. The execution, delivery, and performance by the Developer of its respective obligations under the Material Documents do not violate any existing laws of the State of Texas applicable to the Developer.

(f) To our knowledge, there are no actions, suits, or proceedings pending or threatened against the Developer identified in the Developer Certificate, or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to: (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

execute or deliver the Material Documents to which it is a party; (iii) the titles of the parties executing the Material Documents; (iv) the execution, delivery, validity, or enforceability of the Material Documents on behalf of the Developer; (v) the operations or financial condition of the Developer that would materially adversely affect those operations or the financial condition of the Developer; or (vi) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

(g) Based solely on the Developer Certificate, the execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, indenture, bond note, resolution, agreement, or other instrument to which the Developer is a party or is otherwise subject and which have been identified in the Developer Certificate, which violation, breach, or default would materially adversely affect the Developer or its performance of its respective obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under applicable law, or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

(h) The information set forth in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps included therein, and under the captions "PLAN OF FINANCE – Development Plan," "– Lot Purchase and Sale Agreements," and "– Additional Indebtedness – *Future Improvement Area Bonds*," "THE MAJOR IMPROVEMENT AREA IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Major Improvement Area Projects, and the Development (as defined in the Limited Offering Memorandum))," "LEGAL MATTERS – Litigation – The Developer," and "CONTINUING DISCLOSURE – The Developer," and "– The Developer's Compliance with Prior Undertakings" adequately and fairly describe the information summarized under such captions and are correct as to matters of law.

(i) Subject to the below qualifications and based upon our participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and our participation at conferences with representatives of the Underwriter and its counsel, of the City and its counsel, and with representatives of the Developer at which the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum and as of March 14, 2023, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

III. Qualifications

In addition to any assumptions, qualifications, and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees, or orders or the pendency of any actions, proceedings, investigations, or litigation.

(b) We have relied upon the Developer Certificate, as well as the representations of the Developer contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents, or the representations contained therein. With respect to our opinion in II(a) relating to the Developer's good standing, we have relied solely on a Certificate of Fact being issued by the Secretary of State of Texas with respect to the Developer and an online search of the Franchise Tax Account Status page of the website of the Texas Comptroller of Public Accounts which indicated the right of the Developer to do business in the State of Texas is intact.

(c) Our opinion delivered pursuant to Section II(c) above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith, and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws, and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship, and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas, and other laws or court decisions limiting the rights of creditors to repossess, foreclose, or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction, or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisement, valuation, stay of execution, redemption, extension of time for payment, setoff, and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal, or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Very truly yours,

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

APPENDIX E

DEVELOPER CLOSING CERTIFICATE

CCD – Ten Mile Creek, LLC, a Texas limited liability company (the "Developer"), DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Developer is a Texas limited liability company organized, validly existing, and in good standing under the laws of the State of Texas.

2. Representatives of the Developer have provided information to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter") to be used in connection with the offering by the City of its $3,495,000 aggregate principal amount of Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Major Improvement Area Project) (the "Bonds"), pursuant to the Preliminary Limited Offering Memorandum, dated February [28], 2023 (the "Preliminary Limited Offering Memorandum"), and Limited Offering Memorandum dated March 14, 2023 (the "Limited Offering Memorandum").

3. The Developer has delivered to the Underwriter and the City true, correct, complete, and fully executed copies of the Developer's organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) the Developer Letter of Representations, dated March 14, 2023;

(b) the Development Agreement (Belknap Tract), between the City and CCD – Coit Land, LLC, approved by the City of September 14, 2021, as partially assigned to the Developer;

(c) the Ten Mile Creek Public Improvement District Major Improvement Area Construction, Funding, and Acquisition Agreement, effective March 14, 2023, between the City and the Developer;

(d) the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of April 1, 2023, executed and delivered by the Developer, MuniCap, Inc.,

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

as PID Administrator, and HTS Continuing Disclosure, a division of Hilltop Securities Inc., as Dissemination Agent.

6. The Developer and the Multi-Family Developer owned the majority of the Assessed Property (as defined in the Service and Assessment Plan) located in the District on the date that the Assessment Ordinance was adopted and neither of them is an entity that may claim a homestead right under Texas law.

7. The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

8. The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

9. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

10. The Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps of the District therein and under the captions and subcaptions "PLAN OF FINANCE" (except for the information under the subcaptions "– The Bonds," "– Additional Indebtedness – *Improvement Area #1 Bonds,*" and "– Additional Indebtedness – *Related But Separate Securities*), "THE MAJOR IMPROVEMENT AREA PROJECTS," "THE DEVELOPMENT," and "THE DEVELOPER" and, to the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Major Improvement Area Projects, and the Development (as defined in the Limited Offering Memorandum)), "LEGAL MATTERS – Litigation – The Developer," "CONTINUING DISCLOSURE – The Developer" and "– The Developer's Compliance with Prior Undertakings," "APPENDIX E-2," "APPENDIX F", "APPENDIX G," and "APPENDIX H" (collectively, the "Developer Disclosures") and certifies that the same does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum, as of the date of the Limited Offering Memorandum, and as of this date; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum.

11. The Developer has reviewed and approved the information contained in the Developer Disclosures in the Limited Offering Memorandum and certifies that the same does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Limited Offering Memorandum and as of the date hereof; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

12. To the Developer's knowledge, the Developer is in compliance in all material respects with all provisions of applicable law relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Developer's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of the property within the District as described in the Limited Offering Memorandum; and (b) the Developer has no reason to believe that any additional permits, consents and licenses required to complete the development of the property within the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

13. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third-party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

14. The levy of Assessments on property in the District owned by the Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture, or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

15. The Developer is not in default under any mortgage, trust indenture, lease, or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Developer's ability to perform its obligations under the Developer Documents.

16. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state, or local governmental laws or regulations relating to the environment in any material and adverse respect.

Signature page follows.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Dated: _____

DEVELOPER:

CCD – Ten Mile Creek, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

APPENDIX F

LETTERHEAD OF INTEGRA REALTY RESOURCES – DALLAS

April __, 2023

City of Celina, Texas
101 Main Street
Celina, Texas 76052

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

U.S. Bank Trust Company, National Association, as Trustee
111 Filmore Avenue East
St. Paul, Minnesota 55107
Attn: Bond Operations

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Major Improvement Area Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of Integra Realty Resources – Dallas ("Appraiser"), the appraiser of the undeveloped property contained in Ten Mile Creek Public Improvement District (the "District"), does hereby represent the following:

1. Appraiser has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated February [28], 2023, and the Limited Offering Memorandum for the Bonds, dated March 14, 2023 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City of Celina, Texas, as described above. The information Appraiser provided for the Limited Offering Memorandum is the real estate appraisal of the property in the District, located in APPENDIX H to the Limited Offering Memorandum, and the description thereof, set forth under the caption "APPRAISAL."

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. Appraiser agrees to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of its name in the Limited Offering Memorandum for the Bonds.

4. Appraiser agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about April 6, 2023) which would render any such information in the Limited Offering Memorandum

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

untrue, incomplete, or incorrect, in any material fact or render any statement in the Appraisal materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

INTEGRA REALTY RESOURCES – DALLAS

By: _____
Its: _____

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

APPENDIX G

LETTERHEAD OF MUNICAP, INC.

April __, 2023

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-2784

U.S. Bank Trust Company, National Association
111 Filmore Avenue East
St. Paul, Minnesota 55107

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Major Improvement Area Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of MuniCap, Inc. ("MuniCap," "we," or "our"), consultant in connection with the creation by the City of Celina, Texas (the "City"), of Ten Mile Creek Public Improvement District (the "District"), does hereby represent the following:

1. MuniCap has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated February [28], 2023, and the final Limited Offering Memorandum for the Bonds, dated March 14, 2023 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City, as described above. The information MuniCap provided for the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES" and "THE PID ADMINISTRATOR" and (b) in the Service and Assessment Plan (the "SAP") for the City located in APPENDIX C to the Limited Offering Memorandum.

2. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. We agree to the inclusion of the SAP in the Limited Offering Memorandum and to the use of our name in the Limited Offering Memorandum for the Bonds.

4. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about April 6, 2023) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

MUNICAP, INC.

By: _____

Its: _____

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Draft 02.02.2023

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer dated as of April 1, 2023 (this "Disclosure Agreement") is executed and delivered by and among the City of Celina, Texas (the "Issuer"), MuniCap, Inc. (the "Administrator"), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (in such capacity, the "Dissemination Agent"), with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Major Improvement Area Project)" (the "Bonds"). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust, dated as of April 1, 2023, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, as amended or supplemented, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Additional Obligations" shall have the meaning assigned to such term in the Indenture.

"Administrative Expenses" shall have the meaning assigned to such term in the Indenture.

"Administrator" shall mean an employee of the Issuer or third-party designee of the Issuer who shall have the responsibilities provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Installment" shall have the meaning assigned to such term in the Indenture.

"Annual Service Plan Update" shall have the meaning assigned to such term in the Indenture.

"Assessments" shall have the meaning assigned to such term in the Indenture.

"Assessed Property" shall have the meaning assigned to such term in the Indenture.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

"Audited Financial Statements" shall mean the audited financial statements of the Issuer that have been prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer and that have been audited by an independent certified public accountant.

"Business Day" shall have the meaning assigned to such term in the Indenture.

"Developer" shall have the meaning assigned to such term in the Indenture.

"Disclosure Agreement of Developer" shall mean the Continuing Disclosure Agreement of Developer relating to the Bonds, dated as of April 1, 2023, executed and delivered by the Developer, the Administrator, and the Dissemination Agent.

"Disclosure Representative" shall mean the Director of Finance of the Issuer or his or her designee, or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer, and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean Ten Mile Creek Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access System currently available on the internet at http://emma.msrb.org.

"Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the Issuer's fiscal year, currently the twelve-month period from October 1 through the following September 30.

"Foreclosure Proceeds" shall have the meaning assigned to such term in the Indenture.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Major Improvement Area" shall have the meaning assigned to such term in the Indenture.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

"MSRB" shall mean the Municipal Securities Rulemaking Board, or any other entity designated or authorized by the SEC to receive continuing disclosure reporting pursuant to the Rule.

"Outstanding" shall have the meaning assigned to such term in the Indenture.

"Owner" shall have the meaning assigned to such term in the Indenture.

"Participating Underwriter" shall mean FMSbonds, Inc. and its successors and assigns.

"PID Act" shall mean Chapter 372, Texas Local Government Code, as amended.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Service and Assessment Plan" shall have the meaning assigned to such term in the Indenture.

"Trust Estate" shall have the meaning assigned to such term in the Indenture.

"Trustee" shall have the meaning assigned to such term in the Indenture.

SECTION 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) Commencing with the Fiscal Year ending September 30, 2023, the Issuer shall provide or cause to be provided to the MSRB, in electronic or other format required by the MSRB (i) not later than six (6) months after the end of the Issuer's Fiscal Year, its Annual Financial Information, and (ii) not later than twelve (12) months after the end of the Issuer's Fiscal Year, its Audited Financial Statements. In each case, the Annual Financial Information and the Audited Financial Statements, as applicable, may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide the Annual Financial Information or Audited Financial Statements, as applicable, pursuant to Section 4 of this Disclosure Agreement. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) Upon delivery by the Issuer of the Annual Financial Information or the Audited Financial Statements, as applicable, to the Dissemination Agent together, with written instructions to file such information or financial statements, as applicable, with the MSRB, the Dissemination Agent shall:

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Financial Information or the Audited Financial Statements, as applicable, on the respective dates required in subsection (a); and

(ii) file the Annual Financial Information or the Audited Financial Statements, as applicable, on the respective dates required, containing, or incorporating by reference the information set forth in Section 4 hereof.

(c) If the Issuer has provided the Dissemination Agent with the completed Annual Financial Information or the Audited Financial Statements, as applicable, together with written instructions to file such financial information or financial statements with the MSRB and the Dissemination Agent has filed such financial information or financial statements with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Financial Information or the Audited Financial Statements, as applicable, has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB, which report shall include a filing receipt from the MSRB.

SECTION 4. Content and Timing of Annual Financial Information and Audited Financial Statements. The Annual Financial Information and the Audited Financial Statements shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) *Annual Financial Information*. Within six (6) months after the end of each Fiscal Year, the Annual Financial Information of the Issuer (any or all of which may be unaudited) being:

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and principal amount remaining Outstanding;

(B) The amounts in the funds and accounts under the Indenture securing the Bonds and a description of the related investments; and

(C) The assets and liabilities of the Trust Estate.

(ii) Financial information and operating data with respect to the Issuer of the general type, and in substantially similar form to that shown in the tables provided under Sections 4(a)(ii)(A) and 4(a)(ii)(B) of Exhibit B attached hereto. Such information shall be provided: (a) as of the end of the Fiscal Year (for tables in Section 4(a)(ii)(A) of Exhibit B), and (b) both as of the end of the Fiscal Year and through February 1 of the calendar year immediately succeeding such Fiscal Year (for tables in Section 4(a)(ii)(B) of Exhibit B).

(iii) Updates to the information in the Service and Assessment Plan or the Annual Service Plan Update as most recently amended or supplemented, including any changes to the methodology for levying the Assessments in the Major Improvement Area.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

(iv) Until building permits have been issued for parcels or lots representing, in the aggregate, ninety-five percent (95%) of the total Assessments levied within the Major Improvement Area, the Annual Financial Information (in the Annual Service Plan Update or otherwise) shall include the number of certificates of occupancy ("COs") issued for new homes completed in the Major Improvement Area during such Fiscal Year and the aggregate number of COs issued for new homes completed within the Major Improvement Area since filing the initial Annual Financial Information for Fiscal Year ending September 30, 2023.

(v) If the total amount of delinquencies greater than 150 days equals or exceeds ten percent (10%) of the amount of the Assessments due in any fiscal year, a list of delinquent property owners.

(vi) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's Audited Financial Statements during such Fiscal Year.

(b) *Audited Financial Statements*. Within twelve (12) months after the end of each Fiscal Year, the Audited Financial Statements of the Issuer, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If such Audited Financial Statements are not complete within twelve (12) months after the end of each Fiscal Year, then the Issuer shall provide unaudited financial statements within such period and shall provide Audited Financial Statements for the applicable Fiscal Year when and if the audit report on such statements becomes available.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs. The Issuer has designated MuniCap, Inc., as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare and provide to the Dissemination Agent the Annual Financial Information on behalf of the Issuer within the timeline described in subsection (a). In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Financial Information and Audited Financial Statements under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

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4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the Bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Any sale by the Developer of real property within the Major Improvement Area in the ordinary course of the Developer's business will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018 (the "2018 Release") and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release. For the avoidance of doubt, the issuance of Additional Bonds under the Indenture or the incurrence of Additional Obligations without the filing of a corresponding official statement with the MSRB will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with this Section must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent, in writing, to immediately file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Additionally, the Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide Audited Financial Statements (or unaudited financial statements, if Audited Financial Statements are not available) or Annual Financial Information, as applicable, as required under this Disclosure Agreement. See Exhibit A hereto for a form for submitting "Notice to MSRB of Failure to File."

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made pursuant to Sections 4 and 5 of this Disclosure Agreement. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than three (3) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than the Business Day immediately following the day on which it receives written instructions from the Issuer. It is agreed and

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to Bond calls only), 10, 13, 14, or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator, and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required with respect to the Bonds. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent. If the Issuer discharges the Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within 30 days of such discharge. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Financial Information or Audited Financial Statements, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Audited Financial Statements for the fiscal year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information and Audited Financial Statements or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Financial Information, Audited Financial Statements, or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information, Audited Financial Statements or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

owner of the Bonds may, and the Dissemination Agent (at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Financial Information and the Audited Financial Statements) prepared by the Issuer pursuant to this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees, and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected from the property owners in the Major Improvement Area, against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses, or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent shall not be responsible for the Issuer's failure to submit a complete Annual Financial Information or Audited Financial Statements to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected from the property owners in the Major Improvement Area, against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses, or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, THE ADMINISTRATOR, OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. EXCEPT AS DESCRIBED IN SECTION 10 WITH RESPECT TO THE DISSEMINATION AGENT, NEITHER THE DISSEMINATION AGENT NOR THE

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

ADMINISTRATOR IS UNDER ANY OBLIGATION NOR IS IT REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Assessments Timeline. The basic expected timeline for the collection of the Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds, or any other document related to the Bonds.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent, or employee of the Issuer, the Administrator, or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act, or action, or part thereof, is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Administrative Expenses component of the Annual Installments collected from the property owners in the Major Improvement Area,

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 18. Anti-Boycott Verification. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Dissemination Agent and the Administrator, each respectively, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SECTION 19. Iran, Sudan and Foreign Terrorist Organizations. The Dissemination Agent and the Administrator, each respectively, represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Dissemination Agent and the Administrator, each respectively, and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

SECTION 20. No Discrimination Against Fossil-Fuel Companies. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator, each respectively, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable Federal or Texas law; or (B) does business with a company described by (A) above.

SECTION 21. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator, each respectively, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, (a) 'discriminate against a firearm entity or firearm trade association' (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which insures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

SECTION 22. Affiliate. As used in Sections 18 through 21, the Dissemination Agent and Administrator, each respectively, understands 'affiliate' to mean an entity that controls, is

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of SEC Rule 405, 17.C.F.R. § 230.405, and exists to make a profit.

SECTION 23. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement.

SECTION 24. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 25. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Issuer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

Signature pages follow.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

CITY OF CELINA, TEXAS
(as Issuer)

By: _____
City Manager

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

HTS CONTINUING DISCLOSURE SERVICES,
a division of Hilltop Securities Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

MUNICAP, INC.,
(as Administrator)

By: _____
Authorized Officer

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE
[ANNUAL FINANCIAL INFORMATION][AUDITED FINANCIAL STATEMENTS]
[UNAUDITED FINANCIAL STATEMENTS]

Name of Issuer:	City of Celina, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Major Improvement Area Project)
Date of Delivery:	_____, 20__
CUSIP Numbers:	[Insert CUSIP Numbers]

NOTICE IS HEREBY GIVEN that the City of Celina, Texas, has not provided [Annual Financial Information] [Audited Financial Statements] [unaudited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer related to such bonds, dated as of April 1, 2023, between the Issuer, MuniCap, Inc., as Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent. The Issuer anticipates that [the Annual Financial] [Audited Financial Statements] [unaudited financial statements] will be filed by _____.

Dated: _____

HTS Continuing Disclosure Services, a division of
Hilltop Securities Inc.,
on behalf of the City of Celina, Texas
(solely in its capacity as Dissemination Agent)

By: _____

Title: _____

cc: City of Celina, Texas

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXHIBIT B

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

ANNUAL FINANCIAL INFORMATION*

Delivery Date: _____, 20___

CUSIP Nos: [Insert CUSIP Nos]

DISSEMINATION AGENT

Name: _____
Address: _____
City: _____
Telephone: _____
Contact Person _____

Section 4(a)(i)(A)

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

Section 4(a)(i)(B)

INVESTMENTS

Fund/Account Name	Investment Description	Par Value	Book Value	Market Value

* Excluding Audited Financial Statements of the Issuer

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Section 4(a)(i)(A)

BALANCE OF FUNDS AND ACCOUNTS SECURING THE BONDS

Bonds (Principal Balance)	_____
Funds and Accounts [list]	_____
TOTAL ASSETS	_____

Form of Accounting ☐ Cash ☐ Accrual ☐ Modified Accrual

Section 4(a)(ii)(A)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR

Debt Service Requirements on the Bonds

Year Ending (September 30)	Principal	Interest	Total

Top Assessment Payers in the Major Improvement Area[(1)]

Property Owner	No. of Parcels/Lots	Percentage of Parcels/Lots	Outstanding Assessments	Percentage of Total Assessments

[(1)] Does not include those owing less than one percent (1%) of total Assessments.

Assessed Value of the Major Improvement Area of the District

The [YEAR] certified total assessed value for the land in the Major Improvement Area of the District is approximately $[AMOUNT] according to the Collin Central Appraisal District.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Section 4(a)(ii)(B)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR AND AS OF FEBRUARY 1 OF THE NEXT SUCCEEDING YEAR

Foreclosure History Related to the Assessments

Time Period	Parcels in Foreclosure Proceedings	Delinquent Major Improvement Area Assessment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
[FISCAL YEAR END]		$		$
[FEB. 1 OF CURRENT YEAR][1]		$		$

[1] As of February 1, 20__.

Collection and Delinquency History of Assessments

Time Period	Total Major Improvement Area Assessment Levied	Parcels Levied[1]	Delinquent Amount as of 2/1	Delinquent % as of 2/1	Delinquent Amount as of 8/1	Delinquent % as of 8/1	Total Assessments Collected[2]
[FISCAL YEAR END]	$		$	%	$	%	$
[FEB 1. OF CURRENT YEAR][3]	$		$	%	N/A	N/A	$

[1] Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

[2] [Does/does not] include interest and penalties.

[3] Collected as of February 1, 20__.

History of Prepayment of Assessments

Time Period	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
[FISCAL YEAR END]		$		$
[FEB. 1 OF CURRENT YEAR][1]		$		$

[1] As of February 1, 20__.

ITEMS REQUIRED BY SECTION 4(a)(iii) - (vi)

[Insert a line item for each applicable listing]

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXHIBIT C

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]

Date	Delinquency Clock (Days)	Activity
January 31		Assessments are due.
February 1	1	Assessments delinquent if not received. Upon receipt but no later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. **If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Dissemination Agent should be immediately notified in writing**. Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September.
March 1	28/29	Issuer and/or Administrator should be aware of actual and specific delinquencies. Trustee pays bond interest payments to Owners. Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of draw on the Reserve Fund and, following receipt of

[1] Illustrates anticipated dates and procedures for pursuing the collection of delinquent Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33 and 34, Texas Tax Code, as amended (the "Code"), and the County Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

		such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.
April 1	**59/60**	At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure delinquency. **For properties delinquent by more than one year or if the delinquency exceeds $10,000 the matter will be referred for commencement of foreclosure, in accordance with the County Tax/Assessor Collector's procedures.** **If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of the Bond Fund such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties, in accordance with the County Tax/Assessor Collector's procedures.**
July 1	**152/153**	Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments, in accordance with the County Tax/Assessor Collector's procedures. **Issuer and/or Administrator to notify Dissemination Agent in writing for disclosure to MSRB of all delinquencies.** **Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent in writing of the commencement of preliminary foreclosure activity.** If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer. If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

		if instructed by the Owners under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
August 15	197/198	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those Owners who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198).
		Foreclosure action to be filed with the court.
		Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Owners.
		If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than 25% of the Owners may request a meeting with the City Manager or Director of Finance to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 30 if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed 5%, Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Special Assessments.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXHIBIT D

CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

THIS TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this "Agreement"), dated as of March 14, 2023, is by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality of the State of Texas (the "City"), and **CCD - TEN MILE CREEK, LLC**, a Texas limited liability company, (the "Developer").

ARTICLE I
DEFINITIONS

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

"Act" means the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended.

"Actual Costs" means the costs of the Major Improvement Area Projects actually paid or incurred for construction and installation of the Major Improvement Area Projects in accordance with the Service and Assessment Plan.

"Administrator" means, initially, MuniCap, Inc., or any other individual or entity designated by the City to administer the District.

"Annual Service Plan Update" means the annual update to the Service and Assessment Plan conducted by the Administrator pursuant to the Service and Assessment Plan.

"Authorized Improvements" means improvements authorized by Section 372.003 of the Act.

"Bond Ordinance" means the ordinance adopted by the City Council on March 14, 2023 authorizing the issuance of the Bonds pursuant to the Indenture.

"Bonds" means the City's bonds designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Major Improvement Area Project)".

"Budgeted Costs" means the anticipated, agreed upon costs of the Major Improvement Area Projects as shown in Section III of the Service and Assessment Plan.

"Certification for Payment" means a certificate, substantially in the form of **Exhibit B** hereto or otherwise agreed to by the Developer, the Administrator and the City Representative,

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative, provided no more frequently than once per each month to the City Representative and the Trustee, specifying the amount of work performed and the amount charged for that work, including materials and labor costs, presented to the Trustee to request payment for Actual Costs of Major Improvement Area Projects under the Indenture.

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

"City Manager" means the City Manager of the City, or its designee.

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

"Closing Disbursement Request" means the certificate, substantially in the form of **Exhibit A** hereto or otherwise mutually agreed to by the Developer, Administrator, and City Representative, executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative, specifying the amounts to be disbursed for the costs related to the creation of the District and the costs of issuance of the Bonds.

"Construction Contracts" means the contracts for the construction of a Major Improvement Area Project. "Construction Contract" means any one of the Construction Contracts.

"Costs" means the Budgeted Costs or the Actual Costs of a Major Improvement Area Project as reflected in a Construction Contract, if greater than the Budgeted Costs.

"Costs of Issuance Account" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Cost Overrun" means, with respect to each Major Improvement Area Project, the Actual Cost, as appropriate, of such Major Improvement Area Project in excess of the Budgeted Cost.

"Development Agreement" means that certain Development Agreement (Belknap Tract) by and between the City and CCD – Coit Land, LLC, approved by the City on September 14, 2021, as partially assigned to the Developer, and as the same may be amended from time to time.

"District" shall mean the Ten Mile Creek Public Improvement District created March 15, 2022.

"Final Completion" means completion of a Major Improvement Area Project in compliance with existing City standards for dedication under the City's ordinances and the Development Agreement.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

"Improvement Area #1" means the initial improvement area to be developed and generally shown in Appendix A to the Service and Assessment Plan, as specifically depicted and described as the sum of all parcels shown in Appendix H to the Service and Assessment Plan.

"Indenture" means that certain Indenture of Trust between the City and U.S. Bank Trust Company, National Association, as trustee, dated as of April 1, 2023 relating to the Bonds.

"**Major Improvement Area**" means the property within the District excluding Improvement Area #1 which is to be developed subsequent to Improvement Area #1 and generally depicted in Appendix A of the Service and Assessment Plan or any Annual Service Plan Update.

"**Major Improvement Area Projects**" mean the pro rata portion of the Major Improvements allocable to the Major Improvement Area, which are described in Section III.B. of the Service and Assessment Plan.

"Major Improvement Area Projects Account" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Major Improvements" means the Authorized Improvements which benefit all of the property within the District and as described in Section III.B of the Service and Assessment Plan.

"Plans" means the plans, specifications, schedules and related construction contracts for the Major Improvement Area Projects, respectively, approved pursuant to the applicable standards, ordinances, procedures, policies and directives of the City, the Development Agreement, and any other applicable governmental entity.

"Project Fund" means the fund, including the accounts created and established under such fund, where monies from the proceeds of the sale of the Bonds, excluding those deposited in other funds in accordance with the Indenture, shall be deposited, and the fund by such name created under the Indenture.

"Service and Assessment Plan" means the Ten Mile Creek Public Improvement District Service and Assessment Plan adopted by a City ordinance on March 14, 2023 by the City Council, prepared pursuant to the Act.

"Substantial Completion" means the time at which the construction of a Major Improvement Area Project (or specified segment, section or part thereof) has progressed to the point where such Major Improvement Area Project (or a specified segment, section or part thereof) is sufficiently complete in accordance with the Construction Contracts related thereto so that such Major Improvement Area Project (or a specified segment, section or part thereof) can be utilized for the purposes for which it is intended.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

ARTICLE II
RECITALS

Section 2.01. The District and the Major Improvement Area Projects.

(a) The City has created the District under the Act for the financing of, among other things, the acquisition, construction and installation of the Major Improvement Area Projects.

(b) The City has authorized the issuance of the Bonds in accordance with the provisions of the Act, the Bond Ordinance and the Indenture, the proceeds of which Bonds shall be used, in part, to finance all or a portion of the Major Improvement Area Projects in accordance with the terms and limitations of the Indenture, the Development Agreement, this Agreement, and the Service and Assessment Plan.

(c) All Major Improvement Area Projects are eligible to be financed with proceeds of the Bonds to the extent specified herein.

(d) The proceeds from the issuance and sale of the Bonds shall be deposited in accordance with the Indenture.

(e) The Developer will undertake, oversee, or ensure the construction and development of the Major Improvement Area Projects for acquisition and acceptance by the City, in accordance with the terms and conditions contained in the Development Agreement and this Agreement.

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

ARTICLE III
FUNDING

Section 3.01. Bonds.

(a) The City, in connection with this Agreement, is proceeding with the issuance and delivery of the Bonds.

(b) The projects to be financed in part with the proceeds of the Bonds are the Major Improvement Area Projects. The payment of Costs from the proceeds of the Bonds for such Major Improvement Area Projects shall be made from the Major Improvement Area Projects Account of the Project Fund established under the Indenture.

(c) The City's obligation with respect to the payment of the Major Improvement Area Projects shall be limited to the lesser of the Actual Costs or Budgeted Costs, and shall be payable solely from amounts on deposit for the payment of such Costs as provided herein and in the

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Indenture. The Developer agrees and acknowledges that it is responsible for all Cost Overruns and all expenses related to the Major Improvement Area Projects, qualified, however, by the distribution of Cost Underrun (as defined in Section 4.04 hereof) monies, as detailed in Section 4.04.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment.

(e) The Developer acknowledges that any lack of availability of amounts in the funds or accounts established in the Indenture to pay the Costs of the Major Improvement Area Projects shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Major Improvement Area Projects required by this Agreement, the Development Agreement, or any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject.

(f) The Developer acknowledges that some funds may not be immediately available for reimbursement for Actual Costs submitted and approved with an approved Certification for Payment. Both parties acknowledge that these remaining amounts will be disbursed, to the extent of available monies in the Project Fund under the terms of the Indenture and this Agreement for the payment of such Actual Costs.

Section 3.02 Accounts. All disbursements from the Major Improvement Area Projects Account of the Project Fund shall be made by the City in accordance with provisions of the Development Agreement, the Service and Assessment Plan, this Agreement, and the Indenture.

ARTICLE IV
CONSTRUCTION OF THE MAJOR IMPROVEMENT AREA PROJECTS

Section 4.01. Duty of Developer to Construct.

(a) All Major Improvement Area Projects shall be constructed by or at the direction of the Developer in accordance with the Plans and in accordance with this Agreement and the Development Agreement. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Major Improvement Area Projects in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition,

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construction and installation of all Major Improvement Area Projects, to be acquired and accepted by the City, from the Developer as provided in this Agreement.

(b) The Developer shall not be relieved of its obligation to construct or cause to be constructed each Major Improvement Area Project and, upon completion, inspection, and acceptance, convey each such Major Improvement Area Project to the City, in accordance with the terms hereof, even if there are insufficient funds in the Project Fund or other funds or account created under the Indenture to pay the Actual Costs thereof. In any event, this Agreement shall not affect any obligation of the Developer under any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject, with respect to the Major Improvement Area Projects required in connection with the development of the land within the District.

Section 4.02. No Competitive Bidding. The Major Improvement Area Projects shall not require competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code, as amended.

Section 4.03. Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City with respect to the Major Improvement Area Projects.

Section 4.04. Remaining Funds After Completion of a Major Improvement Area Project. Upon the Final Completion of a Major Improvement Area Project and payment of all outstanding invoices for such Major Improvement Area Project, if the Actual Cost of such Major Improvement Area Project is less than the Budgeted Cost of such Major Improvement Area Project (a "Cost Underrun"), any remaining Budgeted Cost may be made available to pay Cost Overruns on any other Major Improvement Area Project. The City shall promptly confirm to the Administrator that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator and the City Representative will agree how to use such moneys to secure the payment and performance of the work for other Major Improvement Area Projects and shall include this update in the next Annual Service Plan Update. Any Cost Underrun for any Major Improvement Area Project is available to pay Cost Overruns on any other Major Improvement Area Project.

Section 4.05. Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as "change orders") required for the construction of the Major Improvement Area Projects. Developer or its contractors may approve and implement any change orders, even if such change order would increase the Cost of a Major Improvement Area Project, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such change orders except to the extent amounts are available pursuant to Section 4.04. If any change order is for work that requires changes to be made by an engineer to the construction and design documents and plans previously approved under Section

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4.01, then such revisions made by an engineer must be submitted to the City for approval by the City's engineer prior to execution of the change order.

ARTICLE V
ACQUISITION, CONSTRUCTION, AND PAYMENT

Section 5.01. Payment Requests for Disbursements at Closing. In order to receive the disbursement from the Costs of Issuance Account of the Project Fund or the Major Improvement Area Projects Account of the Project Fund at closing of the Bonds related to costs of issuance of the Bonds or costs incurred in the creation of the District, the Developer shall execute a Closing Disbursement Request, substantially in the form of **Exhibit A** hereto or otherwise acceptable and agreed to by the City, to be delivered to the City no less than five (5) business days prior to the scheduled Closing Date for the Bonds for payment in accordance with the provisions of the Indenture. In order to receive the disbursement for a Major Improvement Area Project from the Major Improvement Area Projects Account of the Project Fund at closing of the Bonds, the Developer shall execute a Certification for Payment, substantially in the form of **Exhibit B** hereto or otherwise agreed to by the City, to be delivered to the City no later than five (5) business days prior to the scheduled Closing Date for the Bonds for payment in accordance with the provisions of the Indenture. Upon approval by the City, the City shall submit a Closing Disbursement Request or a Certification for Payment, as applicable, to the Trustee for disbursement to be made from the Costs of Issuance Account of the Project Fund or the Major Improvement Area Projects Account of the Project Fund, as applicable.

Section 5.02. Certification for Payment for a Major Improvement Area Project.

(a) No payment hereunder shall be made from the Project Fund to the Developer for work on a Major Improvement Area Project until a Certification for Payment is received from the Developer. Upon receipt of a Certification for Payment substantially in the form of **Exhibit B** hereto (and all accompanying documentation required by the City) from the Developer, the City Inspector shall conduct a review in order to confirm that such request is complete, that the work with respect to such Major Improvement Area Project identified therein for which payment is requested was completed in accordance with all applicable governmental laws, rules and regulations and applicable Plans therefor and with the terms of this Agreement, the Development Agreement, and to verify and approve the Actual Cost of such work specified in such Certification for Payment (collectively, the "Developer Compliance Requirements"). The City Inspector and/or the City Representative shall also conduct such review as is required in his discretion to confirm the matters certified in the Certification for Payment. The Developer agrees to cooperate with the City Inspector and/or City Representative in conducting each such review and to provide the City Inspector and/or City Representative with such additional information and documentation as is reasonably necessary for the City Inspector and/or City Representative to conclude each such review.

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(b) Within fifteen (15) business days of receipt of any Certification for Payment, the City Representative shall either (i) approve and execute the Certification for Payment and forward the same to the Administrator for approval and delivery to the Trustee for payment to the Developer in accordance with Section 5.03(a) hereof or (ii) in the event the City Representative disapproves the Certification for Payment, give written notification to the Developer of the City Representative's disapproval, in whole or in part, of such Certification for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certification for Payment. If a Certification for Payment seeking reimbursement is approved only in part, the City Representative shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the Administrator for approval in accordance with Section 5.03 hereof and delivery to the Developer in accordance with Section 5.02(c) hereof, and any such partial work shall be processed for payment under Section 5.03 notwithstanding such partial denial.

(c) If the City Representative denies the Certification for Payment, the denial must be in writing, stating the reason(s) for denial. The denial may be appealed to the City Council by the Developer in writing within thirty (30) days of being denied by the City Representative. Denial of the Certification for Payment by the City Council shall be attempted to be resolved by half-day mediation between the parties in the event an agreement is not otherwise reached by the parties, with the mediator's fee being paid by Developer. The Certification for Payment shall not be forwarded to the Trustee for payment until the dispute is resolved by the City and the Developer.

(d) The Developer shall deliver the approved or partially approved Certification for Payment to the Trustee for payment and the Trustee shall make such payment from the Project Fund in accordance with Section 5.03 below.

Section 5.03. Payment for Major Improvement Area Project.

(a) Upon receipt of a reviewed and approved Certification for Payment, the Trustee shall make payment from Major Improvement Area Projects Account of the Project Fund pursuant to the terms of the Certification for Payment and the Indenture in an amount not to exceed the Budgeted Cost for the particular Major Improvement Area Project, unless a Cost Overrun amount has been approved for a particular Major Improvement Area Project. If a Cost Overrun amount has been approved, then the amount reimbursed shall not exceed the Budgeted Amount plus the approved Cost Overrun amount.

(b) Approved Certifications for Payment that await reimbursement shall not accrue interest.

(c) Notwithstanding any other provisions of this Agreement, when payment is made, the Trustee shall make payment directly to the general contractor or supplier of materials or

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services or jointly to Developer (or any permitted assignee of such Developer) and the general contractor or supplier of materials or services, as indicated in an approved Certification for Payment, out of available and appropriate funds in the Project Fund. If the request for payment results in ninety percent (90%) or more of the Budgeted Costs for such Major Improvement Area Project identified in such request for payment being paid, then Trustee shall hold the payment until work with respect to that Major Improvement Area Project has been completed and accepted by the City. If an unconditional lien release related to the items referenced in the Certification for Payment is attached to such Certification for Payment, the Trustee shall make such payment to the Developer or any permitted assignee of the Developer. In the event the Developer provides a general contractor's or supplier of materials' unconditional lien release for a portion of the work covered by a Certification for Payment, the Trustee will make such payment directly to the Developer or any permitted assignee of the Developer to the extent of such lien release.

(d) Withholding Payments.

Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto, including the withholding of any payment that may be associated with the exercise of such remedy, so long as such delay in performance shall not subject the Major Improvement Area Project to foreclosure, forfeiture, or sale. In the event that any such mechanics or materialman's lien and/or judgment with respect to any Major Improvement Area Project is contested, the Developer shall post or cause delivery of a surety bond in the amount determined by the City or City may decline to accept the Major Improvement Area Projects until such mechanics or materialman's lien and/or judgment is satisfied.

ARTICLE VI
OWNERSHIP AND TRANSFER OF MAJOR IMPROVEMENT AREA PROJECT

Section 6.01. Major Improvement Area Project to be Owned by the City– Title Evidence. If required by the City, the Developer shall furnish to the City a preliminary title report for land with respect to a Major Improvement Area Project to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City for review and approval at least thirty (30) calendar days prior to the transfer of title of a Major Improvement Area Project to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's clean title or use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the Major Improvement Area Project until the Developer has cured such objections to title to the satisfaction of the City.

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

ARTICLE VII
REPRESENTATIONS, WARRANTIES AND COVENANTS

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

(a) Organization. The Developer is a limited liability company duly formed, organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to fulfill its obligations in this Agreement and the Development Agreement and to carry on its business in the State of Texas as now being conducted as hereby contemplated.

(b) Authority. The Developer has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developer.

(c) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Law. The Developer shall not commit, suffer or permit any act to be done in, upon or to the lands in the District or the Major Improvement Area Projects in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Major Improvement Area Projects.

(e) Requests for Payment. The Developer represents and warrants that (i) it will not request payment from the Project Fund for the acquisition construction or installation of any

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improvements that are not part of the costs associated with the Major Improvement Area Projects, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Certification for Payments.

(f) Financial Records. For a period of two years after completion of the Major Improvement Area Projects, the Developer covenants to maintain proper books of record and account for the construction of the Major Improvement Area Projects and all Costs related thereto. Such accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agents at any reasonable time during regular business hours on reasonable notice.

(g) Plans. The Developer represents that it has obtained or will obtain approval of the Plans from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Developer further agrees that, subject to the terms hereof, the Major Improvement Area Projects have been or will be constructed in full compliance with such Plans and any change orders thereto consistent with the Act, this Agreement and the Development Agreement. Developer shall provide as-built plans for all Major Improvement Area Projects to the City.

(h) Additional Information. The Developer agrees to cooperate with all reasonable written requests for nonproprietary information by the initial purchaser of the Bonds, the City Manager and the City Representative related to the status of construction of the Major Improvement Area Projects within the District, the anticipated completion dates for future improvements and any other matter that the initial purchaser of the Bonds or City Representative deems material to the investment quality of the Bonds.

(i) Continuing Disclosure Agreement. The Developer agrees to provide the information required pursuant to the Continuing Disclosure Agreement of the Developer executed by the Developer in connection with the Bonds.

(j) Tax Certificate. The City will deliver a certificate relating to the Bonds (such certificate, as it may be amended and supplemented from time to time, being referred to herein as the "Tax Certificate") containing covenants and agreements designed to satisfy the requirements of 26 U.S. Code Sections 103 and 141 through 150, inclusive, and the federal income tax regulations issued thereunder relating to the use of the proceeds of the Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Bonds within the meaning of 26 U.S. Code Section 148 (collectively, "Bond Proceeds").

The Developer covenants to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developer further covenants that (i) such facts and estimates will be based on its reasonable

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expectations on the date of issuance of the Bonds and will be, to the best of the knowledge of the officers of the Developer providing such facts and estimates, true, correct and complete as of that date, and (ii) the Developer will make reasonable inquires to ensure such truth, correctness and completeness. The Developer covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds (including, but not limited to, the use of the Major Improvement Area Projects) that would cause any of the covenants or agreements of the City contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the Bonds for federal income tax purposes.

(k) Financial Resources. The Developer represents and warrants that it has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement, the Service and Assessment Plan and the Development Agreement.

Section 7.02. Indemnification and Hold Harmless. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY INSPECTOR, THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING, AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE MAJOR IMPROVEMENT AREA PROJECTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE MAJOR IMPROVEMENT AREA PROJECTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE MAJOR IMPROVEMENT AREA PROJECTS; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, REGARDING OR RELATED TO THE MAJOR IMPROVEMENT AREA PROJECTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE MAJOR IMPROVEMENT AREA PROJECTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE SOLE OR PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY, DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND

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CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES, PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 7.02 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

Section 7.03. Use of Monies by City; Changes to Indenture. The City agrees not to take any action or direct the Trustee to take any action to expend, disburse or encumber the monies held in the Project Fund and any monies to be transferred thereto for any purpose other than the purposes permitted by the Indenture. Prior to the acceptance of all the Major Improvement Area Projects, the City agrees not to modify or supplement the Indenture without the approval of the Developer if as a result or as a consequence of such modification or supplement: (a) the amount of monies that would otherwise have been available under the Indenture for disbursement for the Costs of the Major Improvement Area Projects is reduced, delayed or deferred, (b) the obligations or liabilities of the Developer is or may be substantially increased or otherwise adversely affected in any manner, or (c) the rights of the Developer is or may be modified, limited, restricted or otherwise substantially adversely affected in any manner.

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

ARTICLE VIII
TERMINATION

Section 8.01. Mutual Consent. This Agreement may be terminated by the mutual, written consent of the City and the Developer, in which event the City may either execute contracts for or perform any remaining work related to the Major Improvement Area Projects not accepted by the City or other appropriate entity and use all or any portion of funds on deposit in the Project Fund or other amounts transferred to the Project Fund under the terms of the Indenture to pay for same, and the Developer shall have no claim or right to any further payments for the Costs of a Major Improvement Area Project hereunder, except as otherwise may be provided in such written consent.

Section 8.02. City's Election for Cause.

(a) The City, upon notice to Developer and the passage of the cure period identified in subsection (b) below, may terminate this Agreement, without the consent of the Developer if the Developer shall breach any material covenant or default in the performance of any material obligation hereunder.

(b) If any such event described in Section 8.02(a) occurs, the City shall give written notice of its knowledge of such event to the Developer, and the Developer agrees to promptly meet and confer with the City Inspector and other appropriate City staff and consultants as to options available to assure timely completion, subject to the terms of this Agreement, of the Major Improvement Area Projects. Such options may include, but not be limited to, the termination of this Agreement by the City. If the City elects to terminate this Agreement, the City shall first notify the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice) of the grounds for such termination and allow the Developer a minimum of 45 days to eliminate or to mitigate to the satisfaction of the City the grounds for such termination. Such period may be extended, at the sole discretion of the City, if the Developer, to the reasonable satisfaction of the City, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), as determined reasonably by the City, the Developer has not eliminated or completely mitigated such grounds to the satisfaction of the City, the City may then terminate this Agreement. In the event of the termination of this Agreement, the Developer is entitled to payment for work accepted by the City related to a Major Improvement Area Project only as provided for under the terms of the Indenture and this Agreement prior to the termination date of this Agreement. Notwithstanding the foregoing, so long as the Developer has breached any material covenant or defaulted in the performance of any material obligation hereunder, notice of which has been given by the City to

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the Developer, and such event has not been cured or otherwise eliminated by the Developer, the City may in its discretion cause the Trustee to cease making payments for the Actual Costs of Major Improvement Area Projects, provided that the Developer shall receive payment of the Actual Costs of any Major Improvement Area Projects that were accepted by the City at the time of the occurrence of such breach or default by the Developer upon submission of the documents and compliance with the other applicable requirements of this Agreement.

(c) If this Agreement is terminated by the City for cause, the City may either execute contracts for or perform any remaining work related to the Major Improvement Area Projects not accepted by the City and use all or any portion of the funds on deposit in the Project Fund or other amounts transferred to the Project Fund and the Developer shall have no claim or right to any further payments for the Major Improvement Area Projects hereunder, except as otherwise may be provided upon the mutual written consent of the City and the Developer. The City shall have no obligation to perform any work related to a Major Improvement Area Project or to incur any expense or cost in excess of the remaining balance of the Project Fund.

Section 8.03. Termination Upon Redemption or Defeasance of Bonds. This Agreement will terminate automatically and with no further action by the City or the Developer upon the redemption or defeasance of all outstanding Bonds (including any refunding bonds issued to refund the Bonds) issued under the Indenture.

Section 8.04. Construction of the Major Improvement Area Projects Upon Termination of this Agreement. Notwithstanding anything to the contrary contained herein, upon the termination of this Agreement pursuant to this Article VIII, the Developer shall perform its obligations with respect to the Major Improvement Area Projects in accordance with this Agreement and the Development Agreement.

Section 8.05. Force Majeure. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to work in progress by casualty or by other cause beyond the reasonable control of the party (financial inability excepted) ("Force Majeure"), then the specified time for performance shall be extended by the amount of the delay actually so caused. The extension of time to perform allowed by this Section 8.05 shall not apply unless, upon the occurrence of an event of Force Majeure, the party needing additional time to perform notifies the other party of the event of Force Majeure and the amount of additional time reasonably required within ten (10) business days of the occurrence of the event of Force Majeure.

ARTICLE IX
MISCELLANEOUS

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Section 9.01. Limited Liability of City. The Developer agrees that any and all obligations of the City arising out of or related to this Agreement are special obligations of the City, and the City's obligations to make any payments hereunder are restricted entirely to the moneys, if any, in the Project Fund and from no other source. Neither the City, the City Inspector, City Representative nor any other City employee, officer, official or agent shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

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

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

To the City: Attn: City Manager
City of Celina, Texas
142 N. Ohio
Celina, Texas 75009

With a copy to: Attn: Julie Fort
Messer, Fort, & McDonald PLLC
6371 Preston Road, Suite 200
Frisco, TX 75034

And to: Attn: Bond Counsel
Robert Dransfield
Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932

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To the Developer: Attn: Brian Cramer and Larry Corson
CCD – Ten Mile Creek, LLC
4925 Greenville Avenue, Suite 604
Dallas, Texas 75206

With a copy to: Attn: Drew Slone
Locke Lord LLP
2200 Ross Avenue
Suite 2800
Dallas, Texas 75201

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

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

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

Section 9.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Any receivables due under this Agreement may be assigned by the Developer without the consent of, but upon written notice to the City pursuant to Section 9.03 of this Agreement. The obligations, requirements, or covenants of this Agreement shall be able to be assigned to an affiliate or related entity of the Developer, or any lien holder on the Property, without prior written consent of the City. The obligations, requirements, or covenants of this Agreement shall not be assigned by the Developer to a non-affiliate or non-related entity of the Developer without prior written consent of the City Manager, except pursuant to a collateral assignment to any person or entity providing construction financing to the Developer for a Major Improvement Area Project, provided such person or entity expressly agrees to assume all obligations of the Developer hereunder if there is a default under such financing and such Person elects to complete the Major Improvement Area Project. No such assignment shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. In connection with any consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee's express assumption of all obligations of the Developer hereunder and/or upon any other reasonable factor which the City deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned. The City may assign by a

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separate writing certain rights as described in this Agreement and in the Indenture, to the Trustee and the Developer hereby consents to such assignment.

Section 9.06. Other Agreements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the District. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, ordinances or subdivision requirements relating to the development of the lands in the District, including the applicable Construction Contracts and the Development Agreement. To the extent there is a conflict between this Agreement and the Development Agreement, the Development Agreement shall control. To the extent there is a conflict between this Agreement and the Indenture, the Indenture shall control.

Section 9.07. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by any other party, or the failure by a party to exercise its rights upon the default of any other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

Section 9.08. Merger. No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Agreement shall be binding.

Section 9.09. Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City or the Developer shall be for the sole and exclusive benefit of the City and the Developer.

Section 9.10. Amendment. This Agreement may be amended upon agreement of the parties, from time to time in a manner consistent with the Act, the Indenture, and the Bond Ordinance by written supplement hereto and executed in counterparts, each of which shall be deemed an original.

Section 9.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 9.12. Effective Date. This Agreement has been dated as of the date first above written solely for the purpose of convenience of reference and shall become effective upon its execution and delivery, on the Closing Date of the Bonds, by the parties hereto. All representations and warranties set forth therein shall be deemed to have been made on the Closing Date of the Bonds.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Section 9.13. Term. The term of this Agreement, other than the provisions contained in Section 7.02, which shall survive the termination of this Agreement, shall be thirty (30) years and upon redemption or defeasance of the Bonds (including any refunding bonds issued to refund the Bonds) issued under the Indenture. If the Developer defaults under this Agreement or the Development Agreement, this Agreement and the Development Agreement shall not terminate with respect to the Costs of the Major Improvement Area Projects that have been approved by the City pursuant to a Certification for Payment prior to the date of default.

Section 9.14 No Waiver of Powers or Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights except as necessary to allow Developer to enforce its remedies under this Agreement.

Section 9.15. No Boycott Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 9.16. Not a Listed Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. As used in this Section, the Developer understands 'affiliate' to mean an

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Section 9.17. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Section 9.18. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii)

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

[Execution pages follow.]

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of March 14, 2023.

CITY OF CELINA, TEXAS

By: _____
Name: Jason Laumer
Title: City Manager

ATTEST:

_____
Name: Lauren Vaughns
Title: City Secretary

(City Seal)

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

DEVELOPER:

CCD – TEN MILE CREEK, LLC,
a Texas limited liability company

By:_____
Name:_____
Title: _____

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Exhibit A

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for CCD - Ten Mile Creek, LLC, (the "Developer") and requests payment from:

[the Costs of Issuance Account of the Project Fund][the Major Improvement Area Projects Account of the Project Fund] (as defined in the Ten Mile Creek Public Improvement District Major Improvement Area Construction, Funding, and Acquisition Agreement) from U.S. Bank Trust Company, National Association, (the "Trustee") in the amount of _____DOLLARS ($_____) for costs incurred in the establishment, administration, and operation of the Ten Mile Creek Public Improvement District (the "District"), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

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

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the above itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Ten Mile Creek Public Improvement District Major Improvement Area Construction, Funding, and Acquisition Agreement, the Development Agreement, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture (as defined in the Ten Mile Creek Public Improvement District Major Improvement Area Construction, Funding, and Acquisition Agreement) for the payment hereby requested have been satisfied.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

a. X amount to Person or Account Y for Z goods or services.

b. Etc.

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

CCD - TEN MILE CREEK, LLC

By: _____

Name: _____

Title: _____

Date: _____

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the Costs of Issuance Account of the Project Fund and/ or the Major Improvement Projects Account of the Project Fund, as applicable, upon delivery of the Bonds. The City's approval of the Closing Disbursement Request shall not have the effect of estopping or preventing the City from asserting claims under the Ten Mile Creek Public Improvement District Major Improvement Area Construction, Funding and Acquisition Agreement, the Development Agreement, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in a Major Improvement Area Project.

CITY OF CELINA, TEXAS

By: _____

Name: _____
Title: _____
Date: _____

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Exhibit B

CERTIFICATION FOR PAYMENT FORM – MAJOR IMPROVEMENT AREA PROJECTS

CERTIFICATION FOR PAYMENT NO. _____

The undersigned is a lawfully authorized representative for CCD - Ten Mile Creek, LLC, (the "Developer") and requests payment from the Major Improvement Area Projects Account of the Project Fund from U.S. Bank Trust Company, National Association (the "Trustee") in the amount of _____ for labor, materials, fees, and/or other general costs related to the construction and installation of the following Major Improvement Area Projects related to the Ten Mile Creek Public Improvement District:

[insert specific Major Improvement Area Project this request is for here]

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Ten Mile Creek Public Improvement District Major Improvement Area Construction, Funding, and Acquisition Agreement.

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

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced Major Improvement Area Project(s) has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The itemized amounts listed for the Major Improvement Area Project(s) below is a true and accurate representation of the Actual Costs incurred by Developer with the construction and installation of said Major Improvement Area Project(s) identified above, and such costs (i) are in compliance with the Ten Mile Creek Public Improvement District Major Improvement Area Construction, Funding, and Acquisition Agreement, and (ii) are consistent with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Ten Mile Creek Public Improvement District Major Improvement Area Construction, Funding, and Acquisition Agreement, the Development Agreement, and the Service and Assessment Plan.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.

6. The work with respect to the Major Improvement Area Project(s) identified above (or its completed segment, portion or segment) has been completed and the City has inspected or may begin inspection of the Major Improvement Area Project(s). If this request for payment results in ninety percent (90%) or more of the Budgeted Costs for the Major Improvement Area Project(s) identified above being paid, then the work with respect to the Major Improvement Area Project(s) have been completed and the City has inspected AND accepted the Major Improvement Area Project(s).

7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

Payee / Description of Major Improvement Area Project	**Total Cost of Major Improvement Area Project**	**Budgeted Cost of Major Improvement Area Project**	**Amount to be paid from the Project Fund**

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

Pursuant to the Ten Mile Creek Public Improvement District Major Improvement Area Construction, Funding, and Acquisition Agreement, after receiving this Payment Request, the City is authorized to inspect the Major Improvement Area Project (or completed segment, portion or segment) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans.

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

CCD - TEN MILE CREEK, LLC

By:_____

Name: _____

Title: _____

Date: _____

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the City approves the Certification for Payment and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the appropriate Project Fund account. The City's approval of the Certification for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Ten Mile Creek Public Improvement District Major Improvement Area Construction, Funding, and Acquisition Agreement, the Development Agreement, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in the Major Improvement Area Projects.

CITY OF CELINA, TEXAS

By: _____

Name: _____
Title: _____
Date: _____

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXHIBIT E-1

LANDOWNER AGREEMENT (CELINA OUTER LOOP)

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

MAJOR IMPROVEMENT AREA LANDOWNER AGREEMENT

This **MAJOR IMPROVEMENT AREA LANDOWNER AGREEMENT** (the "Agreement"), is entered into as of March 14, 2023, between the City of Celina, Texas (the "City"), and Celina Outer Loop Owner MF South LLC, a Texas limited liability company (the "Landowner").

RECITALS:

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

WHEREAS, Landowner owns the Major Improvement Area Assessed Property described by a metes and bounds description attached as **Exhibit A** to this Agreement (the "Landowner's Parcel") and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land owned by the Landowner which is located within the Major Improvement Area of the Ten Mile Creek Public Improvement District (the "District") in the extraterritorial jurisdiction of the City; and

WHEREAS, contemporaneously herewith, the City Council has adopted an assessment ordinance (including all exhibits and attachments thereto, the "Assessment Ordinance") relating to the Major Improvement Area Projects and has approved the Ten Mile Creek Public Improvement District Service and Assessment Plan (as updated and amended, the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on the Major Improvement Area Assessed Property in the Major Improvement Area of the District that will be pledged as the security for payment of bonds or other obligations to pay the costs of constructing the Major Improvement Area Projects.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

APPROVAL OF AGREEMENTS

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I.
AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, the boundaries of the Landowner's Parcel, which are located within the Major Improvement Area of the District,

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

and the location and development of the Major Improvement Area Projects on the Landowner's Parcel and on the property within and outside the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Major Improvement Area Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) the Assessments levied on the Major Improvement Area of the District (the "Major Improvement Area Assessments") as shown on the Major Improvement Area Assessment Roll, as the Major Improvement Area Assessment Roll may be updated or amended from time to time;

(ii) the Major Improvement Area Projects specially confer a benefit on the Major Improvement Area of the District, and the Landowner's Parcel, in an amount at least equal to the Major Improvement Area Assessment levied on the Major Improvement Area Assessed Property, including the Landowner's Parcel, within the Major Improvement Area of the District, as such Major Improvement Area Assessment is shown on the Major Improvement Area Assessment Roll;

(iii) each Major Improvement Area Assessment is final, conclusive and binding upon Landowner and any subsequent owner of any of the Major Improvement Area Assessed Property, including the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Major Improvement Area Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Major Improvement Area Assessment levied on the Major Improvement Area Assessed Property owned by the Landowner and any subsequent owner of any of the Major Improvement Area Assessed Property when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Major Improvement Area Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the parcels constituting the Major Improvement Area Assessed Property, which property includes the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipality ad valorem taxes, and is a personal liability of and charge against the owner of any Major Improvement Area Assessed Property regardless of whether such owner is named;

(vi) the Major Improvement Area Assessment lien on the Major Improvement Area Assessed Property is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Major Improvement Area Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

(vii) delinquent installments of the Major Improvement Area Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the Chapter 372 of the Texas Local Government Code, as amended (the "PID Act");

(viii) the owner of any Major Improvement Area Assessed Property may pay at any time the entire Major Improvement Area Assessment, with interest that has accrued on the Major Improvement Area Assessment, on any parcel in the Major Improvement Area Assessed Property;

(ix) the Annual Installments of the Major Improvement Area Assessments may be adjusted, decreased and extended; and, the Landowner and any subsequent owner of any Major Improvement Area Assessed Property shall be obligated to pay their respective revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein;

(x) Landowner has timely received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, in connection with the creation of the District and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Major Improvement Area Assessment Roll; and

(xi) Landowner or subsequent landowners are responsible for prepayments required by the Service and Assessment Plan.

C. Mandatory Prepayment of Major Improvement Area Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay a Major Improvement Area Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, any purchaser, transferee or other subsequent owner shall take such Major Improvement Area Assessed Property or portion thereof, subject to all of the terms, conditions and provisions of the Service and Assessment Plan; and

(ii) Landowner shall comply with, and shall contractually obligate (and, upon the City's request, promptly provide written evidence of such contractual provisions to the City) any party who purchases any Major Improvement Area Assessed Property owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on **Exhibit B** to this Agreement. Such compliance obligation shall terminate as to each such residential property if, and when, (i) a final certificate of occupancy for a residential unit on such residential property is issued by the City, and (ii) there is a sale of such residential property to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and property by an individual home buyer after the initial sale by a Builder.

II.
OWNERSHIP AND CONSTRUCTION OF MAJOR IMPROVEMENT AREA PROJECTS

A. Ownership and Transfer of Major Improvement Area Projects. Landowner acknowledges that the Major Improvement Area Projects and the land (or easements, as applicable) needed therefor shall be dedicated, conveyed, leased, or otherwise provided to or for the benefit of the City, as described in the Service and Assessment Plan. Landowner agrees to execute such conveyances and/or dedications as may be required by the City to evidence same.

B. Grant of Easement and License, Construction of Major Improvement Area Projects.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the City , grant and convey to the City and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, in form and substance reasonably acceptable to Landowner, to construct the Major Improvement Area Projects on the Landowner's Parcel or portion thereof, to stage on such property construction trailers, building materials and equipment to be used in connection with such construction of the Major Improvement Area Projects and to provide for passage and reasonable use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Major Improvement Area Projects. Any subsequent owner of the Landowner's Parcel (or portion thereof) may require that each contractor constructing the Major Improvement Area Projects cause such owner of the Landowner's Parcel (or portion thereof) to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Major Improvement Area Projects is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Collin County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Development Agreement (Belknap Tract) by and between the City and CCD – Coit Land, LLC, approved by the City on September 14, 2021, as partially assigned to the Landowner, and as may be amended (the "Development Agreement"), with respect to the Major Improvement Area Assessments has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Development Agreement or under any law or principles of equity concerning the Major Improvement Area Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Major Improvement Area Assessments. The City acknowledges that the Developer intends to construct or cause to be constructed the Major Improvement Area Projects and that, pursuant to that certain Assignment and Assumption of Development Agreement, dated as of November 16, 2021, between the Developer and the Landowner, the Developer has retained certain rights and obligations, including (a) the rights and obligations of "Developer" under Sections 2.1(b)-(d), Sections 3.5 through 3.8,

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Section 4.1(c) and Sections 7.1 through 7.3 of the Development Agreement; (b) any other obligations or liabilities with respect to the performance of work or installation of any improvements contemplated under the Development Agreement to the extent located on or within any of the Landowner's Parcel; and (c) to the extent, and for so long as, any obligations under the Development Agreement continue to be the obligations of "Developer" thereunder following the conveyance of the Landowner's Parcel as expressly set forth in the Development Agreement.

III.
COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Collin County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Major Improvement Area Assessments and the priority of the lien related to the Major Improvement Area Assessments as described in this Agreement, or (iii) the construction of the Major Improvement Area Projects on property within the Major Improvement Area of the District, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Major Improvement Area Projects. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Major Improvement Area Projects.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City:
Attn: City Manager
City of Celina, Texas
142 N. Ohio
Celina, Texas 75009

With a copy to:
Attn: Julie Fort
Messer, Fort, & McDonald PLLC
6371 Preston Road, Suite 200
Frisco, TX 75034

And to:
Attn: Bond Counsel
Robert Dransfield
Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932

To the Landowner:
Celina Outer Loop Owner MF South
c/o Cypress Equity Investments LLC
12121 Wilshire Blvd., Suite 801
Los Angeles, California 90025
Attention: Alla Sorochinsky

With a copy to:
Celina Outer Loop Owner MF South
c/o Cypress Equity Investments LLC
16000 Dallas Parkway, Suite 240
Dallas, Texas 75248
Attention: Brandon Smith

And to:
Munsch Hardt Kopf & Harr, P.C.
500 N. Akard Street, Suite 3800
Dallas, Texas 75201
Attention: Will Themer

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

And to: Winstead PC
2728 N. Harwood Street, Suite 500
Dallas, Texas 75201
Attn: Laura Hoffman

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient at the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds or other obligations secured by Major Improvement Area Assessment Revenues of the City or any part thereof to finance the costs of the Major Improvement Area Projects, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Collin County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Collin County, Texas.

F. Effective Date.

This Agreement shall become and be effective upon the date of final execution by the latter of the City and the Landowner (the "Effective Date") and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Within ten (10) days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Major Improvement Area Assessed Property, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner's Parcel upon payment in full of the Major Improvement Area Assessment(s) against such Landowner's Parcel.

I. No Boycott of Israel.

To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required, the Landowner hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Landowner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit.

J. No Business With Sanctioned Countries.

The Landowner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https ://comptroller.texas .gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Landowner and any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Landowner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

K. Verification Regarding Energy Company Boycotts.

To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Landowner hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

L. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, "SB 19"), Texas Government Code, as amended, the Landowner hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), "firearm entity" shall have the meaning assigned to such term in Section 2274.001(6), and "firearm trade association" shall have the meaning assigned to such term in Section 2274.001(7) (as added by SB 19), Texas Government Code. The Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

[Signature pages to follow]

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXECUTED by the City and Landowner as of the Effective Date.

CITY OF CELINA, TEXAS

By: _____
Sean Terry, Mayor

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2023 by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

[Signature Page Landowner Agreement]

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

LANDOWNER:

CELINA OUTER LOOP OWNER MF SOUTH, LLC,
a Texas limited liability company

By: _____
Name:_____
Title: _____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2023 by _____, _____ of Celina Outer Loop Owner MF South, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

[Signature Page Landowner Agreement]

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXHIBIT B
HOMEBUYER EDUCATION PROGRAM

As used in this Exhibit B, the recorded Notice to Subsequent Purchasers in the form attached to the Ten Mile Creek Public Improvement District Service and Assessment Plan are referred to as the "Recorded Notices."

1. Any Landowner who is a Builder shall execute and provide the Recorded Notices upon the sale of a dwelling unit within the District.

2. Any Landowner who is a Builder shall provide evidence of compliance with Paragraph 1 above, signed by such residential homebuyer, to the City upon the City's request.

3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.

4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.

5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXHIBIT E-2

LANDOWNER AGREEMENT (CCD-TEN MILE CREEK, LLC)

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

MAJOR IMPROVEMENT AREA LANDOWNER AGREEMENT

This **MAJOR IMPROVEMENT AREA LANDOWNER AGREEMENT** (the "Agreement"), is entered into as of March 14, 2023, between the City of Celina, Texas (the "City"), and CCD – Ten Mile Creek, LLC, a Texas limited liability company (the "Landowner").

RECITALS:

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

WHEREAS, Landowner owns the Major Improvement Area Assessed Property described by a metes and bounds description attached as **Exhibit A** to this Agreement (the "Landowner's Parcel") and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land owned by the Landowner which is located within the Major Improvement Area of the Ten Mile Creek Public Improvement District (the "District") in the extraterritorial jurisdiction of the City; and

WHEREAS, contemporaneously herewith, the City Council has adopted an assessment ordinance (including all exhibits and attachments thereto, the "Assessment Ordinance") relating to the Major Improvement Area Projects and has approved the Ten Mile Creek Public Improvement District Service and Assessment Plan (as updated and amended, the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on the Major Improvement Area Assessed Property in the Major Improvement Area of the District that will be pledged as the security for payment of bonds or other obligations to pay the costs of constructing the Major Improvement Area Projects.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

APPROVAL OF AGREEMENTS

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I.
AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, the boundaries of the Landowner's Parcel, which are located within the Major Improvement Area of the District, and the location and development of the Major Improvement Area Projects on the Landowner's Parcel and on the property within and outside the District;

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Major Improvement Area Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) the Assessments levied on the Major Improvement Area of the District (the "Major Improvement Area Assessments") as shown on the Major Improvement Area Assessment Roll, as the Major Improvement Area Assessment Roll may be updated or amended from time to time;

(ii) the Major Improvement Area Projects specially confer a benefit on the Major Improvement Area of the District, and the Landowner's Parcel, in an amount at least equal to the Major Improvement Area Assessment levied on the Major Improvement Area Assessed Property, including the Landowner's Parcel, within the Major Improvement Area of the District, as such Major Improvement Area Assessment is shown on the Major Improvement Area Assessment Roll;

(iii) each Major Improvement Area Assessment is final, conclusive and binding upon Landowner and any subsequent owner of any of the Major Improvement Area Assessed Property, including the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Major Improvement Area Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Major Improvement Area Assessment levied on the Major Improvement Area Assessed Property owned by the Landowner and any subsequent owner of any of the Major Improvement Area Assessed Property when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Major Improvement Area Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Parcels constituting the Major Improvement Area Assessed Property, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipality ad valorem taxes, and is a personal liability of and charge against the owner of any Major Improvement Area Assessed Property regardless of whether such owner is named;

(vi) the Major Improvement Area Assessment lien on the Major Improvement Area Assessed Property is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Major Improvement Area Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

(vii) delinquent installments of the Major Improvement Area Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the Chapter 372 of the Texas Local Government Code, as amended (the "PID Act");

(viii) the owner of any Major Improvement Area Assessed Property may pay at any time the entire Major Improvement Area Assessment, with interest that has accrued on the Major Improvement Area Assessment, on any parcel in the Major Improvement Area Assessed Property;

(ix) the Annual Installments of the Major Improvement Area Assessments may be adjusted, decreased and extended; and, the Landowner and any subsequent owner of any Major Improvement Area Assessed Property shall be obligated to pay their respective revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein;

(x) Landowner has timely received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, in connection with the creation of the District and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Major Improvement Area Assessment Roll; and

(xi) Landowner or subsequent landowners are responsible for prepayments required by the Service and Assessment Plan.

C. Mandatory Prepayment of Major Improvement Area Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay a Major Improvement Area Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, any purchaser, transferee or other subsequent owner shall take such Major Improvement Area Assessed Property or portion thereof, subject to all of the terms, conditions and provisions of the Service and Assessment Plan; and

(ii) Landowner shall comply with, and shall contractually obligate (and, upon the City's request, promptly provide written evidence of such contractual provisions to the City) any party who purchases any Major Improvement Area Assessed Property owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on **Exhibit B** to this Agreement. Such compliance obligation shall terminate as to each Lot if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

II.
OWNERSHIP AND CONSTRUCTION OF MAJOR IMPROVEMENT AREA PROJECTS

A. Ownership and Transfer of Major Improvement Area Projects. Landowner acknowledges that the Major Improvement Area Projects and the land (or easements, as applicable) needed therefor shall be dedicated, conveyed, leased, or otherwise provided to or for the benefit of the City, as described in the Service and Assessment Plan. Landowner agrees to execute such conveyances and/or dedications as may be required by the City to evidence same.

B. Grant of Easement and License, Construction of Major Improvement Area Projects.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the City or Landowner, grant and convey to the City (upon a Landowner request) or Landowner (upon a City request) and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Major Improvement Area Projects on the property owned by the Landowner within the District, to stage on the property owned by the Landowner within the District construction trailers, building materials and equipment to be used in connection with such construction of the Major Improvement Area Projects and to provide for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Major Improvement Area Projects. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Major Improvement Area Projects cause such owner of any of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Major Improvement Area Projects is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Collin County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Development (Belknap Tract) Agreement by and between the City and CCD – Coit Land, LLC, approved by the City on September 14, 2021, as partially assigned to the Landowner, and as may be amended (the "Development Agreement"), or other agreement, with respect to the Major Improvement Area Assessments has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Development Agreement or under any law or principles of equity concerning the Major Improvement Area Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Major Improvement Area Assessments.

III.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Collin County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Major Improvement Area Assessments and the priority of the lien related to the Major Improvement Area Assessments as described in this Agreement, or (iii) the construction of the Major Improvement Area Projects on property within the Major Improvement Area of the District, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Major Improvement Area Projects. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Major Improvement Area Projects.

C. Notices.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City: Attn: City Manager
City of Celina, Texas
142 N. Ohio
Celina, Texas 75009

With a copy to: Attn: Julie Fort
Messer, Fort, & McDonald PLLC
6371 Preston Road, Suite 200
Frisco, TX 75034

And to: Attn: Bond Counsel
Robert Dransfield
Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932

To the Landowner: Attn: Brian Cramer and Larry Corson
CCD – Ten Mile Creek, LLC
4925 Greenville Avenue, Suite 604
Dallas, Texas 75206

And to: Attn: Drew Slone
Locke Lord LLP
2200 Ross Avenue
Suite 2800
Dallas, Texas 75201

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient at the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds or other obligations secured by Major Improvement Area Assessment Revenues of the City or any part thereof to finance the costs of the Major Improvement Area Projects, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Collin County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Collin County, Texas.

F. Effective Date.

This Agreement shall become and be effective upon the date of final execution by the latter of the City and the Landowner (the "Effective Date") and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within ten (10) days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Major Improvement Area Assessed Property, and whether any party is then in default hereunder.

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J. No Business With Sanctioned Countries.

The Landowner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https ://comptroller.texas .gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Landowner and any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Landowner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

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Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), "firearm entity" shall have the meaning assigned to such term in Section 2274.001(6), and "firearm trade association" shall have the meaning assigned to such term in Section 2274.001(7) (as added by SB 19), Texas Government Code. The Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

[Signature pages to follow]

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXECUTED by the City and Landowner as of the Effective Date.

CITY OF CELINA, TEXAS

By: _____
Sean Terry, Mayor

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2023 by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

[Signature Page Landowner Agreement]

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

LANDOWNER:
CCD – TEN MILE CREEK, LLC,
a Texas limited liability company

By: _____
Name:_____
Title: _____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2023 by _____, _____ of CCD – Ten Mile Creek, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

[Signature Page Landowner Agreement]

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXHIBIT B
HOMEBUYER EDUCATION PROGRAM

As used in this Exhibit B, the recorded Notice to Subsequent Purchasers in the form attached to the Ten Mile Creek Public Improvement District Service and Assessment Plan are referred to as the "Recorded Notices."

1. Any Landowner who is a Builder shall execute and provide the Recorded Notices upon the sale of a dwelling unit within the District.

2. Any Landowner who is a Builder shall provide evidence of compliance with Paragraph 1 above, signed by such residential homebuyer, to the City upon the City's request.

3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.

4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.

5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXHIBIT E-3

LANDOWNER AGREEMENT (CCD – COIT LAND, LLC)

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

MAJOR IMPROVEMENT AREA LANDOWNER AGREEMENT

This **MAJOR IMPROVEMENT AREA LANDOWNER AGREEMENT** (the "Agreement"), is entered into as of March 14, 2023, between the City of Celina, Texas (the "City"), and CCD – Coit Land, LLC, a Texas limited liability company (the "Landowner").

RECITALS:

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

WHEREAS, Landowner owns the Major Improvement Area Assessed Property described by a metes and bounds description attached as **Exhibit A** to this Agreement (the "Landowner's Parcel") and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land owned by the Landowner which is located within the Major Improvement Area of the Ten Mile Creek Public Improvement District (the "District") in the extraterritorial jurisdiction of the City; and

WHEREAS, contemporaneously herewith, the City Council has adopted an assessment ordinance (including all exhibits and attachments thereto, the "Assessment Ordinance") relating to the Major Improvement Area Projects and has approved the Ten Mile Creek Public Improvement District Service and Assessment Plan (as updated and amended, the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on the Major Improvement Area Assessed Property in the Major Improvement Area of the District that will be pledged as the security for payment of bonds or other obligations to pay the costs of constructing the Major Improvement Area Projects.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

APPROVAL OF AGREEMENTS

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I.
AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, the boundaries of the Landowner's Parcel, which are located within the Major Improvement Area of the District, and the location and development of the Major Improvement Area Projects on the Landowner's Parcel and on the property within and outside the District;

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Major Improvement Area Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) the Assessments levied on the Major Improvement Area of the District (the "Major Improvement Area Assessments") as shown on the Major Improvement Area Assessment Roll, as the Major Improvement Area Assessment Roll may be updated or amended from time to time;

(ii) the Major Improvement Area Projects specially confer a benefit on the Major Improvement Area of the District, and the Landowner's Parcel, in an amount at least equal to the Major Improvement Area Assessment levied on the Major Improvement Area Assessed Property, including the Landowner's Parcel, within the Major Improvement Area of the District, as such Major Improvement Area Assessment is shown on the Major Improvement Area Assessment Roll;

(iii) each Major Improvement Area Assessment is final, conclusive and binding upon Landowner and any subsequent owner of any of the Major Improvement Area Assessed Property, including the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Major Improvement Area Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Major Improvement Area Assessment levied on the Major Improvement Area Assessed Property owned by the Landowner and any subsequent owner of any of the Major Improvement Area Assessed Property when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Major Improvement Area Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Parcels constituting the Major Improvement Area Assessed Property, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipality ad valorem taxes, and is a personal liability of and charge against the owner of any Major Improvement Area Assessed Property regardless of whether such owner is named;

(vi) the Major Improvement Area Assessment lien on the Major Improvement Area Assessed Property is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Major Improvement Area Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

(vii) delinquent installments of the Major Improvement Area Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the Chapter 372 of the Texas Local Government Code, as amended (the "PID Act");

(viii) the owner of any Major Improvement Area Assessed Property may pay at any time the entire Major Improvement Area Assessment, with interest that has accrued on the Major Improvement Area Assessment, on any parcel in the Major Improvement Area Assessed Property;

(ix) the Annual Installments of the Major Improvement Area Assessments may be adjusted, decreased and extended; and, the Landowner and any subsequent owner of any Major Improvement Area Assessed Property shall be obligated to pay their respective revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein;

(x) Landowner has timely received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, in connection with the creation of the District and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Major Improvement Area Assessment Roll; and

(xi) Landowner or subsequent landowners are responsible for prepayments required by the Service and Assessment Plan.

C. Mandatory Prepayment of Major Improvement Area Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay a Major Improvement Area Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, any purchaser, transferee or other subsequent owner shall take such Major Improvement Area Assessed Property or portion thereof, subject to all of the terms, conditions and provisions of the Service and Assessment Plan; and

(ii) Landowner shall comply with, and shall contractually obligate (and, upon the City's request, promptly provide written evidence of such contractual provisions to the City) any party who purchases any Major Improvement Area Assessed Property owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on **Exhibit B** to this Agreement. Such compliance obligation shall terminate as to each Lot if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

II.
OWNERSHIP AND CONSTRUCTION OF MAJOR IMPROVEMENT AREA PROJECTS

A. Ownership and Transfer of Major Improvement Area Projects. Landowner acknowledges that the Major Improvement Area Projects and the land (or easements, as applicable) needed therefor shall be dedicated, conveyed, leased, or otherwise provided to or for the benefit of the City, as described in the Service and Assessment Plan. Landowner agrees to execute such conveyances and/or dedications as may be required by the City to evidence same.

B. Grant of Easement and License, Construction of Major Improvement Area Projects.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the City or Landowner, grant and convey to the City (upon a Landowner request) or Landowner (upon a City request) and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Major Improvement Area Projects on the property owned by the Landowner within the District, to stage on the property owned by the Landowner within the District construction trailers, building materials and equipment to be used in connection with such construction of the Major Improvement Area Projects and to provide for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Major Improvement Area Projects. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Major Improvement Area Projects cause such owner of any of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Major Improvement Area Projects is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Collin County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Development Agreement (Belknap Tract) by and between the City and Landowner, approved by the City on September 14, 2021, as may be amended (the "Development Agreement"), or other agreement, with respect to the Major Improvement Area Assessments has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Development Agreement or under any law or principles of equity concerning the Major Improvement Area Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Major Improvement Area Assessments.

III.
COVENANTS AND WARRANTIES; MISCELLANEOUS

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Collin County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Major Improvement Area Assessments and the priority of the lien related to the Major Improvement Area Assessments as described in this Agreement, or (iii) the construction of the Major Improvement Area Projects on property within the Major Improvement Area of the District, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Major Improvement Area Projects. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Major Improvement Area Projects.

C. Notices.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City: Attn: City Manager
City of Celina, Texas
142 N. Ohio
Celina, Texas 75009

With a copy to: Attn: Julie Fort
Messer, Fort, & McDonald PLLC
6371 Preston Road, Suite 200
Frisco, TX 75034

And to: Attn: Bond Counsel
Robert Dransfield
Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932

To the Landowner: Attn: Brian Cramer and Larry Corson
CCD – Coit Land, LLC
4925 Greenville Avenue, Suite 604
Dallas, Texas 75206

And to: Attn: Drew Slone
Locke Lord LLP
2200 Ross Avenue
Suite 2800
Dallas, Texas 75201

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient at the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds or other obligations secured by Major Improvement Area Assessment Revenues of the City or any part thereof to finance the costs of the Major Improvement Area Projects, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Collin County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Collin County, Texas.

F. Effective Date.

This Agreement shall become and be effective upon the date of final execution by the latter of the City and the Landowner (the "Effective Date") and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within ten (10) days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Major Improvement Area Assessed Property, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Major Improvement Area Assessed Property upon payment in full of the Major Improvement Area Assessment(s) against such Major Improvement Area Assessed Property.

I. No Boycott of Israel.

To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required, the Landowner hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Landowner understands 'affiliate' to mean an entity that

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

J. No Business With Sanctioned Countries.

The Landowner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https ://comptroller.texas .gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Landowner and any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Landowner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

K. Verification Regarding Energy Company Boycotts.

To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Landowner hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

L. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, "SB 19"), Texas Government Code, as amended, the Landowner

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), "firearm entity" shall have the meaning assigned to such term in Section 2274.001(6), and "firearm trade association" shall have the meaning assigned to such term in Section 2274.001(7) (as added by SB 19), Texas Government Code. The Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

[Signature pages to follow]

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXECUTED by the City and Landowner as of the Effective Date.

CITY OF CELINA, TEXAS

By: _____
Sean Terry, Mayor

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2023 by Sean Terry, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

[Signature Page Landowner Agreement]

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

LANDOWNER:
CCD – COIT LAND, LLC,
a Texas limited liability company

By: _____
Name:_____
Title: _____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2023 by _____, _____ of CCD – Coit Land, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

[Signature Page Landowner Agreement]

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

EXHIBIT B
HOMEBUYER EDUCATION PROGRAM

As used in this Exhibit B, the recorded Notice to Subsequent Purchasers in the form attached to the Ten Mile Creek Public Improvement District Service and Assessment Plan are referred to as the "Recorded Notices."

1. Any Landowner who is a Builder shall execute and provide the Recorded Notices upon the sale of a dwelling unit within the District.

2. Any Landowner who is a Builder shall provide evidence of compliance with Paragraph 1 above, signed by such residential homebuyer, to the City upon the City's request.

3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.

4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.

5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

Attachment: Draft Bond Ordinance (Ten Mile Creek MIA – Bond Ordinance)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	Ten Mile Creek IA #1 - Bond Ordinance

Action Requested:
Consider and act upon an Ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project); approving and authorizing related agreements; and providing an effective date. (Ten Mile Creek IA #1 – Bond Ordinance) (Pollard)

Background Information:
The pre-pricing Ordinance is attached. The Ordinance with final pricing will be provided to Council at the regular meeting.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Draft Bond Ordinance

Staff Recommendation:
Staff recommends approval.

ORDINANCE NO. 2023-__

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT); AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.

WHEREAS, the City of Celina, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), has previously established the "Ten Mile Creek Public Improvement District" (the "District"), pursuant to Resolution No. 2022-14R adopted by the City Council of the City (the "City Council") on March 15, 2022; and

WHEREAS, pursuant to the PID Act, the City Council published notice of and convened a public hearing on March 14, 2023, regarding the levy of special assessments against benefitted property located within Improvement Area #1 of the District, and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. 2023-__ (the "Assessment Ordinance") on March 14, 2023; and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted the Ten Mile Creek Public Improvement District Service and Assessment Plan, dated March 14, 2023 (as updated, amended, and/or restated, the "Service and Assessment Plan") relating to the District and levied special assessments (the "Assessments") against the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll that is attached to the Service and Assessment Plan as Appendix H; and

WHEREAS, capitalized terms used in this Ordinance and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Assessments and other revenues received for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to issue its bonds to be designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project)" (the "Bonds"), such series to be payable from and secured by the Trust Estate (as defined in the Indenture); and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Bonds to finance a portion of the Actual Costs of the Improvement Area #1 Projects, as identified in the Service and Assessment Plan, (ii) approve the form, terms, and provisions of an Indenture (defined below) securing the Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) approve a Preliminary Limited Offering Memorandum (defined below) and a Limited Offering Memorandum (defined below), (v) approve the form, terms and provisions of a Continuing Disclosure Agreement (defined below), (vi) approve the form, terms, and provisions of a Construction, Funding, and Acquisition Agreement (defined below), (vii) approve the form,

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

terms, and provisions of a Landowner Agreement (defined below); and (viii) approve the form, terms, and provisions of a Reimbursement Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; now, therefore

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

SECTION 1. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the aggregate principal amount of $_____ for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area Projects #1, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of April 1, 2023, between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), which Indenture is hereby approved in substantially the form attached hereto as **Exhibit A,** which is incorporated herein as a part hereof for all purposes, with such changes or additions thereto as may be approved by the Mayor or Mayor Pro Tem of the City (upon the advice of the City Manager) as evidenced by the execution and delivery thereof. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem and such officials are hereby authorized to deliver the Indenture.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate pledged to such series, and shall never be payable from ad valorem taxes.

SECTION 2. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc., (the "Underwriter") under that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, substantially in the form attached hereto as **Exhibit B** which is incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interests of the City at the price and on the terms and provisions set forth in the Bond Purchase Agreement. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the City Manager, such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement by the Mayor, Mayor Pro Tem, City Manager, or Assistant City Manager of the City. The Mayor, Mayor Pro Tem, City Manager, or Assistant City Manager of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement.

SECTION 3. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

amendment thereto (the “Preliminary Limited Offering Memorandum”) and the final Limited Offering Memorandum (the "Limited Offering Memorandum") are hereby in all respects approved and adopted. The Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed and the Preliminary Limited Offering Memorandum is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this City Council, including the Mayor and Mayor Pro Tem, are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as defined in the Limited Offering Memorandum), the Developer (as defined in the Limited Offering Memorandum) or their financial ability, or of any builders, any landowners, or the appraisal of the property in the District.

SECTION 4. Continuing Disclosure Agreement. That certain “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project) Continuing Disclosure Agreement of the Issuer” (the “Continuing Disclosure Agreement”) between the City, MuniCap, Inc., and HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc., is hereby authorized and approved in substantially the form attached hereto as **Exhibit C** which is incorporated herein as a part hereof for all purposes and the City Manager, Assistant City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Construction, Funding, and Acquisition Agreement. That certain “Ten Mile Creek Public Improvement District Improvement Area #1 Construction, Funding and Acquisition Agreement” (the “Construction, Funding, and Acquisition Agreement”) between the City and the CCD-Ten Mile Creek, LLC, is hereby authorized and approved in substantially the form attached hereto as **Exhibit D** which is incorporated herein as a part hereof for all purposes and the City Manager, Assistant City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Construction, Funding, and Acquisition Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 6. Landowner Agreement. That certain “Improvement Area #1 Landowner Agreement” (the “Landowner Agreement”) between the City and the CDC-Ten Mile Creek, LLC, (the “Developer”) is hereby authorized and approved in substantially the form attached hereto as **Exhibit E** which is incorporated herein as a part hereof for all purposes and the City Manager, Assistant City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Landowner Agreement with such changes as may be required to carry

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out the purpose of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 7. Reimbursement Agreement. That certain "Ten Mile Creek Public Improvement District Improvement Area #1 Reimbursement Agreement" (the "Reimbursement Agreement") between the City and the Developer is hereby authorized and approved in substantially the form attached hereto as **Exhibit F** which is incorporated herein as a part hereof for all purposes and the City manager, Assistant City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Reimbursement Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 8. Additional Actions. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary are each hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary are each hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance or any other certificates, agreements, or other documents subsequent to the delivery of the Bonds which may be necessary or appropriate to carry out or fulfill the purpose and intent of the Service and Assessment Plan and the acquisition and construction of the Authorized Improvements.

SECTION 9. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 11. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 12. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 13. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 14. Effective Date. This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

PASSED AND ADOPTED, this March 14, 2023.

CITY OF CELINA, TEXAS

Sean Terry, Mayor

ATTEST:

Lauren Vaughns, City Secretary

(City Seal)

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

EXHIBIT A

INDENTURE OF TRUST

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

INDENTURE OF TRUST

By and Between

CITY OF CELINA, TEXAS

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

DATED AS OF APRIL 1, 2023

SECURING

$_____
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(TEN MILE CREEK IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

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INDENTURE OF TRUST

THIS INDENTURE, dated as of April 1, 2023 is by and between the CITY OF CELINA, TEXAS (the "City"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, DALLAS, TEXAS, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted and filed with the City Secretary of the City (the "City Secretary") pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"), requesting the creation of a public improvement district located in the extraterritorial jurisdiction of the City to be known as Ten Mile Creek Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signatures of the property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on March 15, 2022, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on March 15, 2022, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2022-14R, adopted by a majority of the members of the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services and also made findings and determinations relating to the estimated total costs of certain Authorized Improvements; and

WHEREAS, on March 18, 2022 the City Secretary filed a copy of Resolution 2022-14R with the county clerk of each county in which all or a part of the District is located in accordance with the provisions of the PID Act; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after March 15, 2022; and

WHEREAS, on February 14, 2023, the City Council by Resolution No. 2023-___R made findings and determinations relating to the Actual Costs of certain Improvement Area #1 Projects, received and accepted a preliminary service and assessment plan and a proposed assessment roll, called a public hearing for March 14, 2023 and directed City staff to (i) file said proposed assessment roll with the City Secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) publish and mail such notice relating to the March 14, 2023 hearing as required by Section 372.016(b) of the PID Act; and

WHEREAS, on [February __, 2023], the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of the public hearing in the *Celina Record*, a newspaper of general circulation in the City and in the part of the City's extraterritorial jurisdiction in which the District is located or in which the Improvement Area #1 Projects are to be undertaken, to consider the proposed Service and Assessment Plan and the Improvement Area #1 Assessment Roll and the levy of the Assessments on property within Improvement Area #1 of the District; and

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Improvement Area #1 Assessment Roll and the Service and Assessment Plan and the levy of Assessments on property in Improvement Area #1 of the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened and convened the hearing on March 14, 2023 and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Service and Assessment Plan, the proposed Improvement Area #1 Assessment Roll and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of estimated costs of the Improvement Area #1 Projects, the purposes of the Assessments, the special benefits of the Improvement Area #1 Projects, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Assessments, and there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of estimated costs of the Improvement Area #1 Projects, the Improvement Area #1 Assessment Roll, and the levy of the Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, the City approved Ordinance No. 2023-__, which levied the Assessments and approved the Service and Assessment Plan, in conformity with the requirements of the PID Act; and; and

WHEREAS, the City Council found and determined that the Assessments should be levied as provided in the Service and Assessment Plan; and

WHEREAS, the City Secretary of the City filed a copy of the Assessment Ordinance not later than the seventh day after the date the City Council approved the Assessment Ordinance and the Service and Assessment Plan with the County Clerk of Collin County; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Assessments for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act, such bonds to be entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project)", such Bonds being payable solely from the Trust Estate and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds Similarly Secured by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "Trust Estate"):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, and all moneys and investments held in the Pledged Funds, including any and all proceeds thereof and any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds Similarly Secured from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds Similarly Secured in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, that if and to the extent Assessments have been prepaid, the lien on real property associated with such Assessment prepayment shall be released and any rights of the Trustee and the Owners, as provided in this Indenture, to request the City to proceed with foreclosure procedures for the purpose of protecting and enforcing the rights of the Owners with respect to the Assessments levied against such property shall terminate;

PROVIDED, FURTHER, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on all the Bonds Similarly Secured at the times and in the manner stated in the Bonds Similarly Secured, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds Similarly Secured issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds Similarly Secured as follows:

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

"Account" means any of the accounts established pursuant to Section 6.1 of this Indenture.

"Actual Costs" mean, with respect to an Improvement Area #1 Project, the demonstrated, reasonable, allocable, and allowable costs of constructing such Improvement Area #1 Project, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Costs may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Improvement Area #1 Project, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Improvement Area #1 Project, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Improvement Area #1 Project, (d) the costs for external professional costs associated with such Improvement Area #1 Project, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes, (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Improvement Area #1 Project, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, City permit fees, development fees), insurance premiums, miscellaneous expenses.

"Additional Bonds" means the additional parity bonds authorized to be issued in accordance with the terms and conditions prescribed in Section 13.2(c) of this Indenture.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest rate charged on the Assessments pursuant to Section 372.018 of the PID Act.

"Additional Interest Reserve Account" means the reserve account administered by the City and segregated from other funds of the City in accordance with the provisions of Section 6.7 of this Indenture.

"Additional Interest Reserve Requirement" means an amount equal to 5.50% of the principal amount of the Outstanding Bonds Similarly Secured to be funded from Assessment Revenues to be deposited to the Pledged Revenue Fund and transferred to the Additional Interest Reserve Account.

"Additional Obligations" means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary notes or time warrants secured in whole or in part by an assessment, other than the Assessments securing the Bonds Similarly Secured, levied against property within the District, in accordance with the PID Act.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of: (i) creating and organizing the District, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the District, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds Similarly Secured, (v) paying and redeeming the Bonds Similarly Secured, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds Similarly Secured, (viii) the Trustee fees and expenses relating to the Bonds Similarly Secured, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Improvement Area #1 Projects. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds Similarly Secured. Assessments collected for Administrative Expenses and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrative Fund" means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

"Administrator" means an employee of the City or third-party designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds Similarly Secured in such Bond Year, assuming that the Outstanding Bonds Similarly Secured are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds Similarly Secured due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"Annual Installment" means, with respect to each Assessed Parcel, each annual payment of the Assessments (including both principal of and interest on the Assessments) as shown on the Improvement Area #1 Assessment Roll attached to the Service and Assessment Plan as Appendix H and related to the Improvement Area #1 Projects; which annual payment includes Administrative Expenses and the Additional Interest collected on each annual payment of the Assessments as described in Section 6.7 herein and as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update.

"Annual Service Plan Update" means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

"Applicable Laws" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"Assessed Parcel" means each parcel of land located within Improvement Area #1 of the District against which an Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

"Assessed Property" means, collectively, all Assessed Parcels.

"Assessment Ordinance" means Ordinance No. 2023-__ adopted by the City Council on March 14, 2023, which levied the Assessments on the Assessed Property located within Improvement Area #1 of the District.

"Assessments" means the aggregate assessments, shown on the Improvement Area #1 Assessment Roll. The singular of such term means the Assessment levied against an Assessed Parcel, including the portion to be paid for Administrative Expenses, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of an Assessed Parcel, or consolidation of multiple Assessed Parcels, or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

"Assessment Revenue" means monies collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

"Authorized Denomination" means $100,000 and any integral multiple of $1,000 in excess thereof; provided, however, that if the total principal amount of any Outstanding Bond Similarly Secured is less than $100,000, then the Authorized Denomination of such Outstanding Bond Similarly Secured shall be the amount of such Outstanding Bond Similarly Secured.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act, including, but not limited to the Improvement Area #1 Projects, listed in Section III of the Service and Assessment Plan.

"Bond" means any of the Bonds.

"Bond Counsel" means Norton Rose Fulbright US LLP or any other attorney or firm of attorneys designated by the City that is nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Date" means the date designated as the initial date of the respective series of the Bonds Similarly Secured by Section 3.2 of this Indenture.

"Bond Fund" means the Fund of such name established pursuant to Section 6.1 and administered as provided in Section 6.4.

"Bond Ordinance" means Ordinance No. 2023-__ adopted by the City Council on March 14, 2023, authorizing the issuance of the Bonds pursuant to this Indenture.

"Bond Pledged Revenue Account" means the Account of such name established pursuant to Section 6.1.

"Bond Similarly Secured" means any of the Bonds Similarly Secured.

"Bonds" means the City's bonds authorized to be issued by Section 3.1(a) of this Indenture entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project)".

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

"Bonds Similarly Secured" means the Outstanding Bonds and any Outstanding Additional Bonds and any Outstanding Refunding Bonds hereafter issued pursuant to and secured under this Indenture.

"Bond Year" means the one-year period beginning on September 1 in each year and ending on August 31 in the following year.

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City or the Trustee.

"Capitalized Interest Account" means the Account of such name established pursuant to Section 6.1.

"Certification for Payment" means a certificate substantially in the form of Exhibit _ to the Improvement Area #1 Construction, Funding, and Acquisition Agreement or otherwise approved by the Developer and a City Representative executed by a Person approved by a City Representative, delivered to a City Representative and the Trustee specifying the amount of work performed related to the Improvement Area #1 Projects and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in an account of the Project Fund as further described in the Improvement Area #1 Construction, Funding, and Acquisition Agreement and Section 6.5 herein.

"City Certificate" means a certificate signed by a City Representative and delivered to the Trustee.

"City Representative" means any official or agent of the City authorized by the City Council to undertake the action referenced herein.

"Closing Date" means the date of the initial delivery of and payment for each series of the Bonds Similarly Secured. With respect to the Bonds, the Closing Date is April 6, 2023.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Costs of Issuance Account" means the Account of such name established pursuant to Section 6.1.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"Delinquent Collection Costs" means the costs related to the foreclosure on an Assessed Parcel and the costs of collection of a delinquent Assessment in accordance with the PID Act, including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in St. Paul, Minnesota, or such other location designated by the Paying Agent/Registrar and (ii) with respect

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"Developer" means, together, the Single-Family Developer and the Multifamily Developer.

"District Administration Account" means the Account of such name established pursuant to Section 6.1.

"Developer Improvement Account" means the Account of such name established pursuant to Section 6.1.

"Developer Reimbursement Pledged Revenue Account" means the Account of such name established pursuant to Section 6.1.

"Development Agreement" means that certain Development Agreement (Belknap Tract) by and between the City and the Multi-Family Developer, approved by the City on September 14, 2021, as partially assigned to the Single-Family Developer, and related to development of the property within the District, as the same may be amended from time to time.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Parcel(s), whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"Fund" means any of the funds established pursuant to Section 6.1 of this Indenture.

"Improvement Area #1" means the initial phase to be developed in the District, as further identified and depicted in Appendix A in the Service and Assessment Plan.

"Improvement Area #1 Assessment Roll" means the assessment roll attached as Appendix H to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessment against each Assessed Parcel related to the Bonds Similarly Secured and the Improvement Area #1 Projects, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Improvement Area #1 Construction, Funding, and Acquisition Agreement" means the "Ten Mile Creek Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement" by and between the City and the Developer dated as of March 14, 2023, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds and the payment of costs of Improvement Area #1 Projects within the District, the issuance of bonds, the use of the funds in the Developer Improvement Account, and other matters related thereto.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

"Improvement Area #1 Improvements Account" means the Account of such name established pursuant to Section 6.1.

"Improvement Area #1 Improvements" means the Authorized Improvements which only benefit property within Improvement Area #1 of the District, as described in Section III.C of the Service and Assessment Plan.

"Improvement Area #1 Major Improvements Account" means the Account of such name established pursuant to Section 6.1.

"Improvement Area #1 Major Improvements" means the pro rata portion of the Major Improvements allocable to Improvement Area #1.

"Improvement Area #1 Projects" means, collectively, (i) the Improvement Area #1 Improvements and (ii) the Improvement Area #1 Major Improvements.

"Improvement Area #1 Reimbursement Agreement" means the ["Ten Mile Creek Public Improvement District Improvement Area #1 Reimbursement Agreement"] between the City and the Developer, dated as of March 14, 2023, which provides for the reimbursement of costs to the Developer for funds advanced by the Developer and used to pay a portion of the costs of the Improvement Area #1 Projects and other matters related thereto.

"Indenture" means this Indenture of Trust as originally executed, or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"Independent Financial Consultant" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds Similarly Secured; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"Initial Bond" means, with respect to the Bonds, the Initial Bond as set forth in Exhibit A to this Indenture and, with respect to any other series of Bonds Similarly Secured, the Initial Bond set forth in an exhibit to a Supplemental Indenture.

"Interest Payment Date" means the date or dates upon which interest on any series of Bonds Similarly Secured is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year and commencing, with respect to the Bonds, on September 1, 2023.

"Investment Securities" means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"Major Improvements" means the Authorized Improvements which benefit all of the property within the District subject to assessments.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds Similarly Secured.

"Minor Amount Redemption" means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of a series of Bonds Similarly Secured that is less than ten percent (10%) of the Outstanding principal amount of such series of the Bonds Similarly Secured.

"Multi-Family Developer" means CCD – Coit Land, LLC, a Texas limited liability company and its successors and assigns.

"Outstanding" means, as of any particular date when used with reference to the Bonds Similarly Secured, all Bonds Similarly Secured authenticated and delivered under this Indenture or any Supplemental Indenture except (i) any Bond Similarly Secured that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond Similarly Secured for which the payment of the principal or Redemption Price of and interest on such Bond Similarly Secured shall have been made as provided in Article IV, and (iii) any Bond Similarly Secured in lieu of or in substitution for which a new Bond Similarly Secured shall have been authenticated and delivered pursuant to Section 3.10 herein.

"Owner" means the Person who is the registered owner of a Bond Similarly Secured or Bonds Similarly Secured, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds Similarly Secured are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

"Paying Agent/Registrar" means initially the Trustee, or any successor thereto as provided in this Indenture.

"Person" or "Persons" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"PID Act" means Texas Local Government Code, Chapter 372, as amended.

"Pledged Funds" means the Pledged Revenue Fund (excluding the Developer Reimbursement Pledged Revenue Account), the Bond Fund, the Project Fund (excluding the Developer Improvement Account), the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

"Pledged Revenues" means the sum of (i) Assessment Revenue less the Administrative Expenses and (ii) any additional revenues that the City may pledge to the payment of Bonds Similarly Secured.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof.

"Principal and Interest Account" means the Account of such name established pursuant to Section 6.1.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

"Project Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

"Purchaser" means the initial purchaser of each series of the Bonds Similarly Secured.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Rebate Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

"Record Date" means the close of business on the fifteenth calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

"Redemption Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

"Redemption Price" means, when used with respect to any Bond Similarly Secured or portion thereof, the amount of par plus accrued and unpaid interest to the date of redemption, unless otherwise provided in a Supplemental Indenture.

"Refunding Bonds" means bonds issued pursuant to the PID Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each as amended) to refund all or any portion of the then Outstanding Bonds Similarly Secured.

"Register" means the register specified in Article III of this Indenture.

"Reimbursement Fund" means that fund of such name established pursuant to Section 6.1.

"Reimbursement Payment Request" means a certificate substantially in the form of Exhibit __ attached to the Improvement Area #1 Reimbursement Agreement or otherwise approved by the Developer and the City Representative executed by a Person approved by the City Representative, delivered to the City Representative and the Trustee requesting reimbursement for the Actual Costs of the Improvement Area #1 Projects from money on deposit in the Reimbursement Fund as further described in Section 6.12 herein.

"Reserve Account" means the Account of such name established pursuant to Section 6.1.

"Reserve Account Requirement" means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date of the Bonds, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date of the Bonds, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date for the Bonds, the Reserve Account Requirement is $_____, which is an amount equal to the _____ on the Bonds as of the Closing Date. The Reserve Account Requirement shall be adjusted in accordance with Section 13.2, in the event an additional series of Bonds Similarly Secured is hereafter issued.

"Reserve Fund" means that fund of such name established pursuant to Section 6.1 and administered in Section 6.7 herein.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

"Service and Assessment Plan" means the "Ten Mile Creek Public Improvement District Service and Assessment Plan" dated March 14, 2023, including the Improvement Area #1 Assessment Roll, as hereinafter amended, updated, and/or restated by an Annual Service Plan Update or otherwise, a version of which is attached as an exhibit to the Assessment Ordinance.

"Single-Family Developer" means CCD – Ten Mile Creek, LLC, a Texas limited liability company and its successors and assigns.

"Sinking Fund Installment" means the amount of money to redeem or pay at maturity the principal of Bonds Similarly Secured payable from such installments at the times and in the amounts provided in Section 4.2 herein.

"Stated Maturity" means the date the Bonds Similarly Secured, or any portion of the Bonds Similarly Secured, as applicable, are scheduled to mature without regard to any redemption or prepayment.

"Substantial Amount Redemption" means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of a series of Bonds Similarly Secured that is greater than or equal to ten percent (10%) of the Outstanding principal amount of such series of Bonds Similarly Secured.

"Supplemental Indenture" means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"Tax Certificate" means the Certificate as to Tax Exemption delivered by the City on the Closing Date for each series of the Bonds Similarly Secured setting forth the facts, estimates and circumstances in existence on such Closing Date which establish that it is not expected that the proceeds of such series of Bonds Similarly Secured will be used in a manner that would cause the interest on such Bonds Similarly Secured to be included in the gross income of the Owners thereof for Federal income tax purposes.

"Trust Estate" means the Trust Estate described in the granting clauses of this Indenture.

"Trustee" means U.S. Bank Trust Company, National Association, Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds Similarly Secured.

Section 1.2. Findings.

The declarations, determinations, and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS SIMILARLY SECURED

Section 2.1. Security for the Bonds Similarly Secured.

The Bonds Similarly Secured, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds Similarly Secured and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds Similarly Secured are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds Similarly Secured the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds Similarly Secured are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds Similarly Secured shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds Similarly Secured and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds Similarly Secured and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds Similarly Secured by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS SIMILARLY SECURED

Section 3.1. Authorization of the Bonds Similarly Secured.

(a) The Bonds. The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of $_____ for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds.

(i) The Bonds shall be dated April 6, 2023 and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond for the Bonds, which shall be numbered T-1.

(ii) Interest shall accrue and be paid on each Bond from the later of the Closing Date of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2023 computed on the basis of a 360-day year of twelve 30-day months.

(iii) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Years	Principal Amount ($)	Interest Rate (%)

(iv) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

(a) The Bonds. The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

(i) a certified copy of the Assessment Ordinance;

(ii) a certified copy of the Bond Ordinance;

(iii) a copy of the executed Improvement Area #1 Construction, Funding, and Acquisition Agreement;

(iv) a copy of the executed Improvement Area #1 Reimbursement Agreement;

(v) a copy of this Indenture executed by the Trustee and the City; and

(vi) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds Similarly Secured shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds Similarly Secured shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from or on behalf of the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

each Owner of a Bond Similarly Secured appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds Similarly Secured shall be paid by check, dated as of the Interest Payment Date, and sent, United States mail, first-class, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond Similarly Secured shall be paid to the Owner of such Bond Similarly Secured on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond Similarly Secured at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds Similarly Secured shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds Similarly Secured to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds Similarly Secured thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds Similarly Secured, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any Owners of such Bonds Similarly Secured for any further payment of such unclaimed moneys or on account of any such Bonds Similarly Secured, subject to any applicable escheat law or similar law of the State of Texas.

Section 3.5. Execution and Registration of Bonds Similarly Secured.

(a) The Bonds Similarly Secured shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and City Secretary by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds Similarly Secured shall have the same effect as if each of the Bonds Similarly Secured had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds Similarly Secured shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds Similarly Secured.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds Similarly Secured ceases to hold such office before the authentication of such Bonds Similarly Secured or before the delivery thereof, such manual or facsimile signature

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond Similarly Secured shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein or in a Supplemental Indenture, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds Similarly Secured. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date for such series of Bonds Similarly Secured shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein or in a Supplemental Indenture, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his or her duly authorized agent, which certificate shall be evidence that such Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date for each series of the Bonds Similarly Secured, one Initial Bond representing the entire principal amount of such series of Bonds Similarly Secured, payable in stated installments to the Purchaser of such series of Bonds Similarly Secured or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser of such series of Bonds Similarly Secured or its designee. Upon payment for such Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser of such Bonds Similarly Secured one registered definitive bond for each year of maturity of such series of the Bonds Similarly Secured, in the aggregate principal amount of all bonds for such maturity of such series of the Bonds Similarly Secured, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond Similarly Secured is registered as the absolute owner of such Bond Similarly Secured for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond Similarly Secured is registered on the relevant Record Date) and for all other purposes, whether or not such Bond Similarly Secured is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond Similarly Secured shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond Similarly Secured to the extent of the sums paid.

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond Similarly Secured remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds Similarly Secured in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will file and maintain a

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

copy of the Register with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond Similarly Secured shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond Similarly Secured shall be effective until entered in the Register.

(c) The Bonds Similarly Secured shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond Similarly Secured or Bonds Similarly Secured of the same series, and of the same maturity and bearing the same interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond Similarly Secured presented for exchange.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds Similarly Secured transferred or exchanged for other Bonds Similarly Secured in accordance with this Section. A new Bond Similarly Secured or Bonds Similarly Secured will be delivered by the Paying Agent/Registrar, in lieu of the Bond Similarly Secured being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first-class, postage prepaid, to the Owner or his designee. Each transferred Bond Similarly Secured delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such transferred Bond Similarly Secured is delivered.

(e) Each exchange Bond Similarly Secured delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such exchange Bond Similarly Secured is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds Similarly Secured. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond Similarly Secured.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond Similarly Secured or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond Similarly Secured redeemed in part.

Section 3.8. Cancellation.

All Bonds Similarly Secured paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds Similarly Secured in lieu of which exchange Bonds Similarly Secured or replacement Bonds Similarly Secured are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds Similarly Secured in accordance with the records retention requirements of the Trustee.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Section 3.9. Temporary Bonds Similarly Secured.

(a) Following the delivery and registration of the respective Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds Similarly Secured that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds Similarly Secured in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds Similarly Secured may determine, as evidenced by their signing of such temporary Bonds Similarly Secured.

(b) Until exchanged for Bonds Similarly Secured in definitive form, such Bonds Similarly Secured in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds Similarly Secured in definitive form; thereupon, upon the presentation and surrender of the Bond Similarly Secured or Bonds Similarly Secured in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds Similarly Secured in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond Similarly Secured or Bonds Similarly Secured of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond Similarly Secured or Bonds Similarly Secured in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds Similarly Secured.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond Similarly Secured, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond Similarly Secured of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond Similarly Secured to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond Similarly Secured is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond Similarly Secured has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond Similarly Secured of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond Similarly Secured;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond Similarly Secured, if a bona fide purchaser of the original Bond Similarly Secured in lieu of which such replacement Bond Similarly Secured was issued presents for payment such original Bond Similarly Secured, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond Similarly Secured from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond Similarly Secured has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond Similarly Secured, may pay such Bond Similarly Secured if it has become due and payable or may pay such Bond Similarly Secured when it becomes due and payable.

(e) Each replacement Bond Similarly Secured delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such replacement Bond Similarly Secured is delivered.

Section 3.11. Book-Entry Only System.

The Bonds Similarly Secured shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date of each series of Bonds Similarly Secured, the definitive Bonds Similarly Secured shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds Similarly Secured registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds Similarly Secured. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds Similarly Secured, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds Similarly Secured, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds Similarly Secured. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Similarly Secured is registered in the Register as the absolute owner of such Bond Similarly Secured for the purpose of payment of principal of, premium, if any, and interest on such Bond Similarly Secured, for the purpose of giving notices of redemption and other matters with respect to such Bond Similarly Secured, for the purpose of registering transfer with respect to such Bond Similarly Secured, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds Similarly Secured only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds Similarly Secured to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds Similarly Secured to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds Similarly Secured and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds Similarly Secured to DTC Participants having Bonds Similarly Secured credited to their DTC accounts. In such event, the Bonds Similarly Secured shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds Similarly Secured shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds Similarly Secured are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds Similarly Secured, and all notices with respect to such Bonds Similarly Secured shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

ARTICLE IV

REDEMPTION OF BONDS SIMILARLY SECURED BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds Similarly Secured shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds.

(i) The Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

September 1, 20__
September 1, 20__
September 1, 20__
September 1, 20__
September 1, 20__
September 1, 20__
September 1, 20__*

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

(ii) At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (iii) and (iv) of this Section 4.2(a), the Trustee shall select a principal amount of Bonds (in accordance with Section 4.5) of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(iii) The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (i) of this Section 4.2(a) shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least forty-five (45) days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(iv) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (i) of this Section 4.2(a) shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Section 4.3. Optional Redemption.

(a) The Bonds.

(i) The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__, before their respective scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the price of par, plus accrued interest to the date of redemption.

Section 4.4. Extraordinary Optional Redemption.

Notwithstanding any provision in this Indenture to the contrary, the City reserves the right and option to redeem Bonds Similarly Secured before their respective scheduled maturity dates, in whole or in part and in an amount and on a date specified in a City Certificate, at 100% of the principal amount of such Bonds Similarly Secured, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to the terms of this Indenture, any other transfers to the Redemption Fund under the terms of this Indenture, or as a result of unexpended amounts transferred from the Project Fund pursuant to the terms of this Indenture). The City will provide the Trustee a City Certificate directing the Bonds to be redeemed pursuant to this Section 4.4 in accordance with the provisions of Section 4.5 hereof.

Section 4.5. Partial Redemption.

(a) If less than all of a series of Bonds Similarly Secured are to be redeemed pursuant to Sections 4.2, 4.3, or 4.4, Bonds Similarly Secured shall be redeemed in minimum principal amounts of $1,000 or any integral multiple thereof. Each Bond Similarly Secured shall be treated as representing the number of bonds that is obtained by dividing the principal amount of such series of Bonds Similarly Secured by $1,000. No redemption shall result in a Bond Similarly Secured in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond Similarly Secured is less than an Authorized Denomination after giving effect to such partial redemption, a Bond Similarly Secured in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

(b) In selecting the Bonds Similarly Secured to be redeemed pursuant to Section 4.2, the Trustee may select Bonds Similarly Secured in any method that results in a random selection.

(c) In selecting the Bonds Similarly Secured to be redeemed pursuant to Section 4.3, the Trustee may rely on the directions provided in a City Certificate.

(d) If less than all of a series of Bonds Similarly Secured are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds Similarly Secured or portion of a Bond Similarly Secured, as applicable, of such series to be redeemed shall be selected in the following manner:

(i) with respect to a Substantial Amount Redemption, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds Similarly Secured of such series; and

(ii) with respect to a Minor Amount Redemption, the Outstanding Bonds Similarly Secured of such series shall be redeemed in inverse order of maturity.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

(e) Upon surrender of any Bond Similarly Secured for redemption in part, the Trustee, in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond Similarly Secured or Bonds Similarly Secured of the same series and in an aggregate principal amount equal to the unredeemed portion of the Bond Similarly Secured so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds Similarly Secured by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond Similarly Secured or portion thereof to be redeemed, at the address shown in the Register. So long as the Bonds Similarly Secured are in book-entry-only form and held by DTC as security depository, references to Owner in this Indenture means Cede & Co., as nominee for DTC.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds Similarly Secured are to be surrendered for payment, and, if less than all the Outstanding Bonds Similarly Secured are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds Similarly Secured or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond Similarly Secured shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds Similarly Secured then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds Similarly Secured, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds Similarly Secured to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds Similarly Secured and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds Similarly Secured have not been redeemed.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds Similarly Secured to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds Similarly Secured being redeemed.

(b) Upon presentation and surrender of any Bond Similarly Secured called for redemption at the Designated Payment/Transfer Office of the Trustee on or after the date fixed

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

for redemption, the Trustee shall pay the Redemption Price on such Bond Similarly Secured to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds Similarly Secured or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds Similarly Secured to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds Similarly Secured or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds Similarly Secured are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS SIMILARLY SECURED

Section 5.1. Form Generally.

(a) The Bonds Similarly Secured, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds Similarly Secured, (i) shall be, with respect to the Bonds, substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and, with respect to any other Bonds Similarly Secured, substantially in the form set forth in an exhibit to a Supplemental Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds Similarly Secured may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds Similarly Secured.

(c) The definitive Bonds Similarly Secured shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(d) Each respective Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds Similarly Secured. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds Similarly Secured shall be of no significance or effect as regards the legality thereof; and none of

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

the City, the Trustee, nor the attorneys approving said Bonds Similarly Secured as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds Similarly Secured.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond Similarly Secured over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund;

(vii) Administrative Fund; and

(viii) Reimbursement Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account; and

(B) Developer Reimbursement Pledged Revenue Account.

(ii) The following Accounts are hereby created and established under the Bond Fund:

(A) Capitalized Interest Account; and

(B) Principal and Interest Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Improvement Area #1 Improvements Account;

(B) Improvement Area #1 Major Improvements Account;

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

(C) Developer Improvement Account; and

(D) Costs of Issuance Account.

(iv) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Additional Interest Reserve Account.

(v) The following Account is hereby created and established under the Administrative Fund:

(A) District Administration Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds Similarly Secured.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The Bonds.

(i) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(A) to the Capitalized Interest Account of the Bond Fund: $_____;

(B) to the Improvement Area #1 Improvements Account of the Project Fund: $_____;

(C) to the Improvement Area #1 Major Improvements Account of the Project Fund: $_____

(D) to the Costs of Issuance Account of the Project Fund: $_____;

(E) to the Reserve Account of the Reserve Fund: $_____; and

(F) to the District Administration Account of the Administrative Fund: $_____.

(ii) Funds received from the Developer on the Closing Date of the Bonds in the amount of $_____ shall be paid to the Trustee and deposited or transferred by the Trustee into the Developer Improvement Account of the Project Fund.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Section 6.3. Pledged Revenue Fund.

(a) On or before February 15 of each year while the Bonds Similarly Secured are Outstanding and beginning February 15, 2024, the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited into the Pledged Revenue Fund, the City shall deposit or cause to be deposited Pledged Revenues as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds Similarly Secured next coming due in such calendar year, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, in accordance with Section 6.7(a) hereof, (iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest collected, if any, in accordance with Section 6.7(b) hereof, (iv) fourth, to the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund to pay the Developer for costs of Improvement Area #1 Projects that have been paid by the Developer (including any accrued interest) pursuant to the terms of the Improvement Area #1 Reimbursement Agreement, (v) fifth, to pay Actual Costs of the Improvement Area #1 Projects, and (vi) sixth, to pay other costs permitted by the PID Act. Moneys transferred to the Developer Reimbursement Pledged Revenue Account shall not be a part of the Trust Estate and are not security for the Bonds Similarly Secured.

(b) From time to time as needed to pay the obligations relating to the Bonds Similarly Secured, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds Similarly Secured on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first, to the payment of interest and, second, to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured, as described in Section 11.4(a) hereof.

(d) Subject to the provisions of the Improvement Area #1 Reimbursement Agreement, from time to time as needed to pay the obligations relating to Actual Costs of the Improvement Area #1 Projects that are paid by the Developer, and once all amounts deposited into the Improvement Area #1 Improvement Account and Improvement Area #1 Major Improvement Account of the Project Fund have been disbursed, the Trustee shall, pursuant to a completed Reimbursement Payment Request, withdraw from the Developer Reimbursement Pledged Revenue Account and transfer to the Reimbursement Fund such amount needed to pay the Developer for funds it paid to fund Actual Costs of the Improvement Area #1 Projects, including any accrued interest. When all amounts due to the Developer to pay it for the funds it used to pay for Actual Costs of the Improvement Area #1 Projects have been paid to the Developer, whether through Assessments received and applied in accordance with this Indenture and the Service and Assessment Plan or an Annual Service Plan Update, or through the proceeds of Additional Bonds, no further deposits shall be made to the Developer Reimbursement Pledged Revenue Account and the Developer Reimbursement Pledged Revenue Account shall be closed.

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(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(f) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first, to the Reserve Account to restore any transfers from the Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, second, to the Additional Interest Reserve Account to restore any transfers from the Additional Interest Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, and third, to the Redemption Fund.

(g) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds Similarly Secured and to fund any deficiency that may exist in an account of the Reserve Fund, the City may direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be paid, including the funding of any obligations due to the Developer with funds deposited to the Developer Reimbursement Pledged Revenue Account.

(h) Any additional Pledged Revenues remaining after the satisfaction of the foregoing shall be applied by the Trustee, as instructed by the City pursuant to a City Certificate, for any lawful purpose permitted by the PID Act for which such additional Pledged Revenues may be used, including transfers to other Funds and Accounts created pursuant to this Indenture.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds Similarly Secured, less any amount to be used to pay interest on the Bonds Similarly Secured on such Interest Payment Date from the Capitalized Interest Account, as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(f) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

Date	**Amount ($)**

Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the Improvement Area #1 Improvements Account or the Improvement Area #1 Major Improvements Account of the Project Fund, as directed by the City pursuant to a City Certificate, or if both of the Improvement Area #1 Improvements Account and the Improvement Area #1 Major Improvements Account have been

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closed as provided in Section 6.5(f) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds Similarly Secured and the Capitalized Interest Account shall be closed.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1 hereof. Money on deposit in the Improvement Area #1 Improvements Account of the Project Fund shall only be used to pay Actual Costs of Improvement Area #1 Improvements and money on deposit in the Improvement Area #1 Major Improvements Account of the Project Fund shall only be used to pay Actual Costs of Improvement Area #1 Major Improvements.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds Similarly Secured pursuant to one or more City Certificates. Disbursements from the other Accounts of the Project Fund to pay Actual Costs of the Improvement Area #1 Projects shall be made by the Trustee upon receipt by the Trustee of either properly executed and completed Certification for Payment or written direction from the City or its designee approving the disbursement to the Developer or the Developer's designee. The disbursement of funds from the Improvement Area #1 Improvements Account or the Improvement Area #1 Major Improvements Account pursuant to a Certification for Payment shall be pursuant to and in accordance with the disbursement procedures described in the Improvement Area #1 Construction, Funding, and Acquisition Agreement; provided, however, that all disbursement of funds for the Actual Costs of Improvement Area #1 Improvements made pursuant to a Certification of Payment shall be made first, from the Improvement Area #1 Improvements Account, and second, from the Developer Improvement Account and all disbursements of funds for the Actual Costs of the Improvement Area #1 Major Improvements shall be made first, from the Improvement Area #1 Major Improvements Account, and second, from the Developer Improvement Account. Such provisions and procedures related to such disbursements contained in the Improvement Area #1 Construction, Funding, and Acquisition Agreement, are herein incorporated by reference and deemed set forth herein in full.

(c) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Improvement Area #1 Improvements Account of the Project Fund or the Improvement Area #1 Major Improvements Account of the Project Fund are not expected to be expended for purposes of such Account due to the abandonment, or constructive abandonment of the Improvement Area #1 Improvements or Improvement Area #1 Major Improvements, as applicable, such that, in the opinion of the City Representative, it is unlikely that the amounts in the Improvement Area #1 Improvements Account of the Project Fund or Improvement Area #1 Major Improvements Account of the Project Fund will ever be expended for the purposes of such Account, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Area #1 Improvements Account of the Project Fund and/or Improvement Area #1 Major Improvements Account of the Project Fund, as applicable, that are not expected to be used for purposes of such Account. If such City Certificate is so filed, the amounts on deposit in the Improvement Area #1 Improvements Account of the Project Fund and/or Improvement Area #1 Major Improvements Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds Similarly Secured on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture.

(d) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

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(e) Upon the filing of a City Certificate stating that all Improvement Area #1 Improvements have been completed and that all Actual Costs of the Improvement Area #1 Improvements have been paid, or that any such Actual Costs of the Improvement Area #1 Improvements are not required to be paid from the Improvement Area #1 Improvements Account of the Project Fund pursuant to a Certification for Payment, the Trustee (i) shall transfer the amount, if any, remaining within the Improvement Area #1 Improvements Account of the Project Fund to the Bond Fund and (ii) shall close the Improvement Area #1 Improvements Account. Upon the filing of a City Certificate stating that all Improvement Area #1 Major Improvements have been completed and that all Actual Costs of the Improvement Area #1 Major Improvements have been paid, or that any such Actual Costs of the Improvement Area #1 Major Improvements are not required to be paid from the Improvement Area #1 Major Improvements Account of the Project Fund pursuant to a Certification for Payment, the Trustee (i) shall transfer the amount, if any, remaining within the Improvement Area #1 Major Improvements Account of the Project Fund to the Bond Fund and (ii) shall close the Improvement Area #1 Major Improvements Account. If the Improvement Area #1 Improvements Account and the Improvement Area #1 Major Improvements Account are closed as provided above, the Trustee shall transfer any remining amounts in the Developer Improvement Account of the Project Fund to the Developer and shall close the Developer Improvement Account of the Project Fund. If the Improvement Area #1 Improvements Account, the Improvement Area #1 Major Improvements Account, and the Developer Improvement Account have been closed as provided above and the Cost of Issuance Account of the Project Fund has been closed pursuant to the provisions of Section 6.5(f), the Project Fund shall be closed.

(f) Not later than six months following each respective Closing Date, or upon a determination by the City Representative that all costs of issuance of such series of Bonds Similarly Secured have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to another Account of the Project Fund and used to pay Actual Costs or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds Similarly Secured, as directed by the City in a City Certificate filed with the Trustee and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

(a) The Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds Similarly Secured as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds Similarly Secured as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds Similarly Secured to accumulate from the deposits described in Section 6.3(a) hereof, and when accumulated, maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Account Requirement except to the extent such deficiency is due to the application of Section 6.7(d) hereof. All amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture.

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(b) The Trustee, if needed, will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Additional Interest Reserve Account on March 1 and September 1 of each year, commencing March 1, 2024, an amount equal to the Additional Interest collected, if any, until the Additional Interest Reserve Requirement has been has accumulated in the Additional Interest Reserve Account. If the amount on deposit in the Additional Interest Reserve Account shall at any time be less than the Additional Interest Reserve Requirement, the Trustee shall notify the City, in writing, of the amount of such shortfall, and the City shall resume collecting the Additional Interest and shall file a City Certificate with the Trustee instructing the Trustee to resume depositing the Additional Interest from the Bond Pledged Revenue Account of the Pledged Revenue Fund into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that the City shall not be required to replenish the Additional Interest Reserve Account in the event funds are transferred from the Additional Interest Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds Similarly Secured from the proceeds of a Prepayment pursuant to Section 4.4 of this Indenture. In the event the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement then the deposits described in the immediately preceding sentence shall continue until the Additional Interest Reserve Account has been fully replenished. If, after such deposits, there is surplus Additional Interest remaining, the Trustee shall transfer such surplus Additional Interest to the Redemption Fund, and shall notify the City of such transfer in writing. In calculating the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on the Annual Installments as shown on the Improvement Area #1 Assessment Roll in the Service and Assessment Plan or an Annual Service Plan Update, unless and until it receives a City Certificate directing that a different amount be used.

(c) Whenever a transfer is made from an Account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) Whenever Bonds Similarly Secured are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, the Trustee shall transfer, on the Business Day prior to the redemption date (or on such other date as agreed to by the City and the Trustee), from the Reserve Account of the Reserve Fund to the Redemption Fund, an amount specified in a City Certificate to be applied to the redemption of the Bonds Similarly Secured. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to the principal amount of Bonds Similarly Secured to be redeemed with Prepayments multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayments toward payment of accrued interest, there are insufficient funds in the Redemption Fund to pay the principal amount plus accrued and unpaid interest to the date fixed for redemption of the Bonds Similarly Secured to be redeemed, as identified in a City Certificate, as a result of such Prepayments and as a result of the transfer from the Reserve Account under this Section 6.7(d), the Trustee shall transfer an amount equal to the shortfall, and/or any additional amounts necessary to permit the Bonds Similarly Secured to be redeemed in minimum principal amounts of $1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

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(e) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of debt service on the Bonds Similarly Secured on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within thirty days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to a specified Account of the Project Fund if such application and the expenditure of funds is expected to occur within three years of the date hereof, or (iii) for such other use specified in such City Certificate if the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such alternate use will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first, from the Additional Interest Reserve Account of the Reserve Fund to the Bond Fund and, second, from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds Similarly Secured.

(h) If, after a Reserve Account withdrawal pursuant to Section 6.7(f), the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(i) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds Similarly Secured on the next Interest Payment Date, together with the unpaid interest accrued on such Outstanding Bonds Similarly Secured as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds Similarly Secured as of such Interest Payment Date.

Section 6.8. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the City to be designated "City of Celina, Texas, Rebate Fund" (the "Rebate Fund") to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts relating to the Bonds Similarly Secured due the United States Government in accordance with the Code.

(b) In order to assure that Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and each respective Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the instructions

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of the City and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebate Amount to the Bond Fund.

Section 6.9. Administrative Fund.

(a) The City shall deposit or cause to be deposited to the District Administration Account of the Administrative Fund the amounts collected each year to pay Administrative Expenses and Delinquent Collection Costs.

(b) Moneys in the District Administration Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds and Accounts created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) days in advance of the making of such investment. The money in any Fund or Account shall be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Notwithstanding the preceding sentence, amounts in the Additional Interest Reserve Account may not be invested above the Yield (as defined in Section 7.5(a) hereof) on the Bonds Similarly Secured, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such investment and/or the failure to comply with such yield restriction will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured. Investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds or Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by

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the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall have no investment discretion and the Trustee's only responsibility for investments shall be to follow the written instructions contained in any City Certificate and to insure that an investment it is directed to purchase is a permitted investment pursuant to the terms of this Indenture. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City and the Administrator monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, unless the Trustee receives a written request, the Trustee is not required to provide brokerage confirmations so long as the Trustee is providing such monthly cash transaction statements.

Section 6.11. Security of Funds.

All Funds or Accounts heretofore created, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds or Accounts shall be used only for the purposes and in the manner permitted or required by this Indenture.

Section 6.12. Reimbursement Fund.

Money on deposit in the Reimbursement Fund shall be disbursed to the Developer, once all amounts deposited into the Improvement Area #1 Improvement Account and the Improvement Area #1 Major Improvement Account of the Project Fund have been disbursed, to reimburse the Actual Costs of the Improvement Area #1 Projects paid from the Developer Improvement Account of the Project Fund. Disbursements shall be made pursuant to this section and the Improvement Area #1 Reimbursement Agreement, based upon approval of a Reimbursement Payment Request by the City Representative. The Reimbursement Payment Request in the form attached as Exhibit A to the Improvement Area #1 Reimbursement Agreement is hereby incorporated into this Indenture. When all amounts due to the Developer to pay it for the funds it has contributed to pay Actual Costs of the Improvement Area #1 Projects have been paid to the Developer, whether through Assessments received and applied in accordance with this Indenture and the Service and Assessment Plan or an Annual Service Plan Update, or through the proceeds of Additional Bonds, no further deposits shall be made to the Reimbursement Fund and the Reimbursement Fund shall be closed. In the event that the Reimbursement Fund is closed pursuant to the terms of this Section, any remaining balance in the Reimbursement Fund and in any Account therein shall be transferred to the Pledged Revenue Fund and applied in accordance with the priorities set forth in Section 6.3(a) above.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Assessments.

The City hereby confirms, covenants, and agrees that the Assessments to be collected from the Assessed Property are as so reflected in the Service and Assessment Plan (as it may be updated from time to time) and, in accordance with the Assessment Ordinance, it has levied the Assessments against the respective Assessed Parcels from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Assessments.

(a) For so long as any Bonds Similarly Secured are Outstanding and/or amounts are due to the Developer to pay it for funds it has contributed to pay Actual Costs of the Improvement Area #1 Projects in accordance with the Improvement Area #1 Reimbursement Agreement, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Parcel. Furthermore, nothing shall obligate the City, the City Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the City and its appropriate collections enforcement designees.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds Similarly Secured, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

(b) So long as Bonds Similarly Secured are Outstanding hereunder, and except as set forth in Section 13.2 hereof, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds Similarly Secured and Refunding Bonds, if any, secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture, except for other indebtedness incurred in compliance with Section 13.2 hereof.

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Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds Similarly Secured or any interest thereon remain Outstanding and unpaid, and/or the obligation to the Developer to pay it for funds it has contributed to pay Actual Costs of the Improvement Area #1 Projects in accordance with the Improvement Area #1 Reimbursement Agreement and the Improvement Area #1 Construction, Funding, and Acquisition Agreement remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and Owners of any Bonds Similarly Secured or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds Similarly Secured during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"*Closing Date*" means the date on which each series of Bonds Similarly Secured are first authenticated and delivered to the respective initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds Similarly Secured.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds Similarly Secured are invested and which is not acquired to carry out the governmental purposes of the Bonds Similarly Secured.

"Regulations" means any proposed, temporary or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds Similarly Secured. Any reference to any specific Regulation shall also mean, as appropriate, any

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proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds Similarly Secured, as it pertains to a particular series of Bonds Similarly Secured, has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond Similarly Secured to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of each series of Bonds Similarly Secured:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds Similarly Secured of such series, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds Similarly Secured of such series or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of any Bonds Similarly Secured to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or

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similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of Section 1.141-5(d) of the Regulations on the date that each series of the Bonds Similarly Secured are delivered and will ensure that the Assessments continue to meet such requirements for so long as Bonds Similarly Secured are outstanding.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of any series of Bonds Similarly Secured directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of such series of Bonds Similarly Secured.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds Similarly Secured to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe with respect to each series of Bonds Similarly Secured.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond Similarly Secured is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds Similarly Secured with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date for each series of Bonds Similarly Secured, the City shall calculate the Rebate Amount for the respective series of Bonds in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of each series of the Bonds Similarly Secured until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds Similarly Secured by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon

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from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Certificate, direct the Trustee to transfer to the Rebate Fund from the funds or subaccounts designated in such City Certificate and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for any series of Bonds Similarly Secured equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds Similarly Secured, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds Similarly Secured not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, or City Secretary individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with each series of the Bonds Similarly Secured, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII

LIABILITY OF CITY

The City shall not incur any responsibility in respect of the Bonds Similarly Secured or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds Similarly Secured assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds Similarly Secured, or as to the existence of a default or event of default thereunder.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds Similarly Secured, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds Similarly Secured (the "Bond Documents"), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Administrative Expenses) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Trust Estate, the funds available for such payment in any of the Pledged Funds, if any, or the amounts collected to pay Administrative Expenses on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds Similarly Secured by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture, the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled

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to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Paying Agent/Registrar.

The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds Similarly Secured.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, the Trustee may not request or require indemnification as a condition to making any deposits, payments, or transfers when required hereunder, or delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund or the District Administration Account of the Administrative Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

The recitals contained in this Indenture and in the Bonds Similarly Secured shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the offering documents, this Indenture, or the Bonds Similarly Secured or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds Similarly Secured for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code. The Trustee has the right to act through agents and attorneys.

The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct, both before

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and after default by the City. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Improvement Area #1 Projects.

The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the holders of at least a majority of the aggregate principal amount of Bonds then Outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default.

In case a default or an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified), the Trustee shall exercise those rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its sole discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the District Administration Account of the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds Similarly Secured and may join in any action that any Owner of Bonds Similarly Secured may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds Similarly Secured or this Indenture, whether or not such committee shall represent the Owners of a majority in aggregate outstanding principal amount of the Bonds Similarly Secured.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond Similarly Secured. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by (i) the Owners of at least a majority of the aggregate outstanding principal of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the aggregate outstanding principal of the Bonds Similarly Secured.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least twenty-five percent (25%) of the aggregate outstanding principal of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Unless such successor Trustee shall have been appointed by the Owners of the Bonds Similarly Secured, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds Similarly Secured within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds Similarly Secured, in accordance with the immediately preceding paragraph.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds Similarly Secured may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds Similarly Secured, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds Similarly Secured and each of the Owners of the Bonds Similarly Secured.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties,

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee to File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, such continuation statements as are delivered to the Trustee by the City, or on behalf of the City, and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC.

Section 9.14. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds Similarly Secured. Permissive rights of the Trustee are not to be construed as duties.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds Similarly Secured may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds Similarly Secured, or with the written consent without a meeting, of the Owners of at least a majority of the aggregate principal amount of the Bonds Similarly Secured then Outstanding. No

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

such modification or amendment shall (i) extend the maturity of any Bond Similarly Secured or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond Similarly Secured, without the express consent of the Owner of such Bond Similarly Secured, or (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds Similarly Secured (except as otherwise permitted by Applicable Laws and this Indenture), or reduce the percentage of Owners of Bonds Similarly Secured required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

(b) This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds Similarly Secured in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds Similarly Secured;

(iv) to provide for the issuance of Additional Bonds or Refunding Bonds as set forth in Section 13.2 hereof; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds Similarly Secured.

(c) Any modification or amendment made pursuant to Section 10.1(b) shall not be subject to the notice procedures specified in Section 10.3 below.

(d) Notwithstanding the above, no Supplemental Indenture under this subsection (a), (b)(i), (b)(ii), (b)(iii), or (b)(v) shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the: (i) interest of the Owners in any material respect, without the consent of the Owners, or (ii) exclusion of interest on any Bond Similarly Secured from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds Similarly Secured. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first-class mail, by the Trustee to each Owner of Bonds Similarly Secured from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided and the City or Bond Counsel, acting on the City's behalf, has delivered to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the exclusion of interest on any Bond from gross income for purposes of federal income taxation. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds Similarly Secured for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds Similarly Secured giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds Similarly Secured shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds Similarly Secured and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds Similarly Secured at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period; provided, however, that the Trustee during such sixty day period and any such further period during which any such action or proceeding may be pending shall be entitled in its sole discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture, as it may deem expedient; provided, further, that the Trustee shall have no obligation to take or refrain from taking any such action and the Trustee shall have no liability with respect to any action taken or any instance of inactions.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Outstanding Bonds Similarly Secured shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Similarly Secured Issued After Amendments.

The City may determine that Bonds Similarly Secured issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Similarly Secured Outstanding at such effective date and presentation of his Bond Similarly Secured for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond Similarly Secured. The City may determine that new Bonds Similarly Secured, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds Similarly Secured then Outstanding, such new Bonds Similarly Secured shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds Similarly Secured then Outstanding, upon surrender of such Bonds Similarly Secured.

Section 10.6. Amendatory Endorsement of Bonds Similarly Secured.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds Similarly Secured held by such Owner, provided that due notation thereof is made on such Bonds Similarly Secured.

Section 10.7. Waiver of Default

With the written consent of at least a majority in aggregate principal amount of the Bonds Similarly Secured then Outstanding, the Owners may waive non-compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

(a) Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Assessments, including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds Similarly Secured when the same becomes due and payable and such failure is not remedied within thirty (30) days; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the City to make the payments; and

(iv) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate Outstanding principal of the Bonds Similarly Secured with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

(b) Nothing in Section 11.1(a) will be an Event of Default if it is in violation of any applicable state law or court order.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of at least 25% of the Bonds Similarly Secured then Outstanding and its receipt of indemnity satisfactory to it, shall proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies of default.

(b) THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds Similarly Secured, in the selection of Trust Estate assets to be used in the payment of Bonds Similarly Secured due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee

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such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of not less than 25% of the aggregate principal amount of the Bonds Similarly Secured then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for ninety (90) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the Owners of at least a majority of the aggregate principal amount of the Bonds Similarly Secured then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds Similarly Secured shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds Similarly Secured then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond Similarly Secured at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond

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Similarly Secured issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds Similarly Secured.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee, and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds Similarly Secured, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds Similarly Secured, or Redemption Price of any Bonds Similarly Secured which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds Similarly Secured that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a

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waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds Similarly Secured.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds Similarly Secured may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds Similarly Secured shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds Similarly Secured or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds Similarly Secured and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds Similarly Secured shall bind all future Owners of the same Bonds Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first-class, postage prepaid, only to each Owner at the address appearing upon the Register.

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Section 11.9. Exclusion of Bonds Similarly Secured.

Bonds Similarly Secured owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds Similarly Secured provided for in this Indenture, and the City shall not be entitled with respect to such Bonds Similarly Secured to give any consent or take any other action provided for in this Indenture.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of at least 25% of the aggregate outstanding principal of the Bonds shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method, and place of conducting a proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture, or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with Applicable Laws and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which, in the opinion of the Trustee, would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds Similarly Secured, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Pledged Revenues and the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds Similarly Secured to the fullest extent permitted by the PID Act and other Applicable Laws.

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(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds Similarly Secured then Outstanding or their representatives duly authorized in writing.

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Additional Obligations or Other Liens; Additional Bonds.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Pledged Revenues. Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds Similarly Secured.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds Similarly Secured or Additional Bonds issued in accordance with this Section, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will

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not do or omit to do or suffer to be or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired.

(c) The City reserves the right to issue Additional Bonds, but shall be under no obligation to issue Additional Bonds, to finance the Actual Costs of the Improvement Area #1 Projects or to pay amounts due to the Developer pursuant to the Improvement Area #1 Reimbursement Agreement, but only in accordance with the conditions set forth below:

(i) The Trustee shall receive a certificate from the City Representative certifying that (A) the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in this Indenture and (B) the Developer is not delinquent with respect to fees or any other funds or commitments to be paid to the City in accordance with the Development Agreement or the Improvement Area #1 Reimbursement Agreement;

(ii) The Trustee and the City shall receive a certificate from the Developer, through an authorized representative, certifying that the Developer is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Developer contained in the Improvement Area #1 Reimbursement Agreement, the Development Agreement or any continuing disclosure agreement entered into by the Developer relating to any Bonds Similarly Secured or Additional Obligations, unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by the Developer which defaults shall be cured) are disclosed in a certificate from the Developer to the City and the City elects to proceed with the issuance of the Additional Bonds regardless of the existence of such default or defaults;

(iii) The Trustee and the City shall receive a certificate from the Administrator certifying that the Developer is not delinquent with respect to the payment of Assessments or any ad valorem taxes (other than any ad valorem taxes being contested in good faith);

(iv) The City and the Trustee shall receive a certificate from the Developer, through an authorized representative, certifying that no fewer than one hundred eighteen (118) single-family lots located within Improvement Area #1 of the District: (A) contain completed single-family homes or (B) have been issued a construction permit by the City;

(v) The principal (including sinking fund installments) of the Additional Bonds must be scheduled to mature on September 1 of the years in which principal is scheduled to mature;

(vi) The interest on the Additional Bonds must be scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid;

(vii) The Reserve Account Requirement shall be increased by an amount equal to twenty-five percent (25%) of the Maximum Annual Debt Service on the proposed Additional Bonds to be issued as of the Closing Date of such series of Additional Bonds; provided, however, that the Reserve Account Requirement will not be increased by more than 10% of the principal amount of the Additional Bonds (or if the Additional Bonds are issued with more than 2% net original issue discount or premium, 10% of the proceeds of the Additional Bonds); provided further, however, the Reserve Account Requirement shall not exceed the least of (i) Maximum Annual Debt Service on the Bonds Similarly Secured,

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(ii) 125% of average Annual Debt Service on the Bonds Similarly Secured, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds Similarly Secured or the combined original issue price of the Bonds Similarly Secured;

(viii) The issuance of such Additional Bonds shall not cause the amount of the Annual Installments to be collected in any year after the issuance of such Additional Bonds to exceed the amount of the Annual Installments collected in such year as of the issuance of such Additional Bonds; and

(ix) The maximum principal amount of Additional Bonds that may be issued, subject to the approval of the City, in total, is the lesser of (i) the then outstanding balance of the Improvement Area #1 Reimbursement Agreement and (ii) the then outstanding Assessments, less the Assessments required to pay the principal of the Bonds.

(d) Notwithstanding the provisions of Section 13.2(c) above, Refunding Bonds issued to refund all or a portion of the Bonds Similarly Secured shall not be required to meet the requirements set forth in Section 13.2(c)(iv), Section 13.2(c)(vii).

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, the Trust Estate, and the Bonds Similarly Secured.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS SIMILARLY SECURED AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds Similarly Secured secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds Similarly Secured, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds Similarly Secured have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds Similarly Secured, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such

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event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds Similarly Secured has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the in Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Similarly Secured Deemed Paid.

All Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds Similarly Secured are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee for such purpose, shall be sufficient to pay when due the principal of and interest on of the Bonds Similarly Secured to become due on such Bonds Similarly Secured on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys and/or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds Similarly Secured to become due on such Bonds Similarly Secured on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if any Bonds Similarly Secured are then rated, the Trustee shall have received written confirmation from each rating agency then publishing a rating on such Bonds Similarly Secured that such deposit will not result in the reduction or withdrawal of the rating on such Bonds Similarly Secured. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds Similarly Secured on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns

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thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds Similarly Secured and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond Similarly Secured shall bind all future Owners of such Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds Similarly Secured; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate, shall be in writing and shall be telexed, cabled, delivered by hand, mailed by first-class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City:	City of Celina, Texas 142 North Ohio Celina, Texas 75009 Attention: City Manager
If to the Trustee or the Paying Agent/Registrar:	U.S. Bank Trust Company, National Association Attention: Bond Operations 111 Fillmore Avenue East St. Paul, Minnesota 55107-1402

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Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond Similarly Secured notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Similarly Secured Outstanding.

(c) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds Similarly Secured pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds Similarly Secured or the date fixed for redemption of any Bonds Similarly Secured or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. No Boycott of Israel.

To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.11. Iran, Sudan, and Foreign Terrorist Organizations.

The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.12. No Discrimination Against Fossil Fuel Companies.

To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15.13. No Discrimination Against Firearm Entities and Firearm Trade Associations.

(a) To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

(b) The Trustee understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF CELINA, TEXAS

By: _____,
Mayor

Attest:

_____
City Secretary

[CITY SEAL]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

EXHIBIT A

(c) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
No. _____

REGISTERED
$_____

United States of America
State of Texas

CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2023
(TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 1, 20___	_____	_____

The City of Celina, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing September 1, 2023, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in St. Paul, Minnesota (the "Designated Payment/Transfer Office"), of U.S. Bank Trust Company, National Association, as trustee and paying agent/registrar (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated April 6, 2023 and issued in the aggregate principal amount of $_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of April 1, 2023 (the "Indenture"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

The Bonds are limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in denominations of $100,000 and any multiple of $1,000 in excess thereof.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

The Bonds are subject to sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Redemption Fund pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

At least forty-five (45) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption, pursuant to the provisions of the Indenture, a principal amount of Bonds of such maturity equal to the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__ before their scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the redemption price of par plus accrued interest to the date of redemption.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, and in an amount and on a date specified in a City Certificate, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption, pursuant to the provisions of the Indenture, from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the redemption price of the Bonds to be redeemed before giving of a notice

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds, and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond redeemed in part.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City has reserved the right to issue Additional Bonds on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

_____
Mayor, City of Celina, Texas

_____
City Secretary, City of Celina, Texas

[City Seal]

(d) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO._____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(e) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
Dallas, Texas, as Trustee

DATED: _____

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

By:_____
Authorized Signatory

(f) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

_____

_____

_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____ _____

Signature Guaranteed By:

_____

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(g) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years Principal Amount ($) Interest Rate (%)"

(Information to be inserted from Section 3.2(a)(iii) hereof); and

(iii) the Initial Bond shall be numbered T-1.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

EXHIBIT B

BOND PURCHASE AGREEMENT

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Draft 02.23.2023

$12,010,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

BOND PURCHASE AGREEMENT

March 14, 2023

City of Celina, Texas
142 N. Ohio St.
Celina, Texas 75009

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the City of Celina, Texas (the "City"), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein), between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), authorizing the issuance of the Bonds (defined herein), and the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $12,010,000 aggregate principal amount of the "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project)" (the "Bonds"), at a purchase price of $_____ (representing the aggregate principal amount of the Bonds, less an Underwriter's discount of $_____) and no accrued interest.

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a "municipal advisor" (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with the

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Improvement Area #1 Projects financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated as of the Closing Date (defined below), and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on April 6, 2023 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the "City Council") on March 14, 2023 (the "Bond Ordinance"), and shall be issued pursuant to the provisions of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of April 1, 2023, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the Trust Estate (as defined in the Indenture) consisting primarily of revenue from assessments (the "Assessments") levied pursuant to a separate ordinance adopted by the City Council on March 14, 2023 (the "Assessment Ordinance"), against assessable property (the "Assessed Property") located within Improvement Area #1 of the Ten Mile Creek Public Improvement District (the "District") all to the extent and upon the conditions described in the Indenture. The District was established by a resolution (the "Creation Resolution"), enacted by the City Council on March 15, 2022, in accordance with the Act. The service and assessment plan for the District was approved on March 14, 2023 (the "Service and Assessment Plan"). The Creation Resolution, the Assessment Ordinance, the Bond Ordinance, and the Indenture are collectively referred to herein as the "Authorizing Documents."

The Bonds shall be as described in Schedule I attached hereto, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for the purposes described in the Limited Offering Memorandum under "PLAN OF FINANCE – The Bonds" and

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shall be generally applied as described in the Limited Offering Memorandum under "SOURCES AND USES OF FUNDS."

The City has been advised that the Reserve Account, funded at the Reserve Account Requirement, is reasonably required for the purposes for which the Reserve Account has been established, is a vital factor in marketing the Bonds, and facilitates the marketing of the Bonds at interest rates comparable to those of other bonds of a similar type.

3. Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 4 hereof to no more than thirty-five persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended and as then in effect (the "Securities Act")) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act). On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (as defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price.

a. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or before the third (3rd) business day prior to the Closing Date an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B (the "Issue Price Certificate"), with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this Section to establish the issue price of the Bonds may be taken on behalf of the City by the Financial Advisor (defined below) and any notice or report to be provided to the City may be provided to the Financial Advisor or to Bond Counsel.

b. The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. The City will treat the first price at which 10% of each maturity of the Bonds is sold to the public as of the sale date as the issue price of that maturity (the "10% test"). At or promptly after the execution of this Agreement, the Underwriter shall report to the City on Schedule A to the Issue Price Certificate the first price at which the Underwriter has sold to the public each maturity of Bonds and shall identify to the City on Schedule A to the Issue Price Certificate those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

c. The City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been met as of the date of this Agreement, which will allow the City to treat the initial offering

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price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5^{th}) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5^{th}) business day after the sale date.

d. The Underwriter confirms that any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public, and (C) acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

e. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

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(i) "public" means any person other than an underwriter or a related party to an underwriter;

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) "sale date" means the date of execution of this Agreement by all parties.

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated February [28], 2023 (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the MSRB Rule G-32 ("Rule G-32"). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds, are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient

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quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the public offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed "final" by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32, and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25^{th}) day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will promptly notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and

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supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the "Non-City Disclosures") (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in the maps of the District therein or under the captions and subcaptions "PLAN OF FINANCE" (except for the information under the subcaptions "– The Bonds," "– Additional Indebtedness – *Major Improvement Area Bonds*," and "– Additional Indebtedness – *Related But Separate Securities*"), "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BOOK-ENTRY ONLY SYSTEM," "THE IMPROVEMENT AREA #1 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER," "THE PID ADMINISTRATOR," "APPRAISAL," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #1 Projects, and the Development (as defined in the Limited Offering Memorandum)), "LEGAL MATTERS – Litigation – The Developer," "CONTINUING DISCLOSURE – The Developer" and "– The Developer's Compliance with Prior Undertakings," "INFORMATION RELATING TO THE TRUSTEE," "APPENDIX E-2," and "APPENDIX I." If such notification shall be subsequent to the Closing Date, the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access ("EMMA") system within one (1) business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing Date.

f. Limited Offering. The Underwriter hereby represents, warrants, and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five (35) persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act).

6. City Representations, Warranties and Covenants. The City represents, warrants, and covenants that:

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the "State"), and has, and at the Closing Date will have, full legal right, power, and authority:

(i) to enter into and perform its duties and obligations under:

(1) this Agreement;

(2) the Indenture;

(3) the Development Agreement (Belknap Tract), between the City and CCD – Coit Land, LLC, approved by the City on September 14, 2021, as partially assigned to CCD – Ten Mile Creek, LLC, a Texas limited liability company (the "Developer") (as amended, the "Development Agreement");

(4) the Ten Mile Creek Public Improvement District Improvement Area #1 Reimbursement Agreement, effective March 14, 2023, between the City and the Developer (the "Reimbursement Agreement");

(5) the Ten Mile Creek Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, effective March 14, 2023, between the City and the Developer (the "Construction Funding Agreement"); and

(6) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of April 1, 2023 (the "Continuing Disclosure Agreement of Issuer"), executed and delivered by the City, MuniCap, Inc., as PID Administrator (the "PID Administrator), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent (the "Dissemination Agent");

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Development Agreement, (4) the Reimbursement Agreement, (5) the Construction Funding Agreement, (6) the Continuing Disclosure Agreement of Issuer, (7) the Limited Offering Memorandum, and (8) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (8) being referred to collectively herein as the "City Documents").

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and

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approvals are in full force and effect and have not been amended, modified, or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing will have, full legal right, power, and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell, and deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to, and consummate the transactions on the part of the City described by the Bond Ordinance and the other City Documents.

d. No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default, or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution, and delivery of the Bonds and the City Documents and compliance by the City with obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement, or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation, or instrument, except as may be permitted by the City Documents.

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor

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to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests, or seeks to prohibit, restrain, or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of certain revenues and the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

g. Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the Act on those parcels of land identified in the Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to, or the absence of which would adversely affect the due performance by the City of its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents, and orders as may be required under Blue Sky or securities laws of any jurisdiction.

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes, or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.

k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 5 of this Agreement) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

l. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 5 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

m. Compliance with Rule 15c2-12. During the past five (5) years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or

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omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate, and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing Date it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing Date.

r. Financial Advisor. The City has engaged Hilltop Securities Inc. as its financial advisor (the "Financial Advisor") in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties, and covenants set forth above.

7. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer an executed Developer Letter of Representations (the "Developer Letter of Representations") in the form of Appendix A hereto, and on the Closing Date, a certificate signed by the Developer as set forth in Section 10(e) hereof (the "Developer Closing Certificate").

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its "FAST" System the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents

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hereinafter mentioned to Norton Rose Fulbright US LLP ("Bond Counsel"), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be made available to the Underwriter or Underwriter's Counsel (defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developer Letter of Representations and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

b. Executed Agreements and Performance Thereunder. At the time of the Closing:

(i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter;

(ii) the Authorizing Documents shall be in full force and effect;

(iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter's Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents;

(iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Locke Lord LLP ("Developer's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Development Agreement, the Reimbursement Agreement, the Construction Funding Agreement, and the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of April 1, 2023, executed and delivered by the Developer, the PID Administrator, and the Dissemination Agent (the "Continuing Disclosure Agreement of Developer" and, together with the Developer Letter of Representations, the Development Agreement, the Reimbursement Agreement, and the Construction Funding Agreement, the "Developer Documents"); and

(v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

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c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents, or other documents relating to the financing and construction of the Improvement Area #1 Projects and the Development (as defined in the Limited Offering Memorandum), and the Developer shall not be in default in the payment of principal of or interest on any of its indebtedness which default shall materially adversely impact the ability of the Developer to pay the Assessments when due or to complete the Improvement Area #1 Projects.

d. Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 10 below.

e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's reasonable judgment, the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(i) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either the House or the Senate thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either the House or the Senate of the Congress of the United States by a Committee of such the House or the Senate to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof; or

(ii) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of

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obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(iii) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; or

(iv) there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(v) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed or described in the Limited Offering Memorandum; or

(vi) any state blue sky or securities commission or other governmental agency or body in any state in which more than ten percent (10%) of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(vii) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments pledged to pay principal of and interest on the Bonds; or

(viii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or

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increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(ix) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(x) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(xi) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(xii) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(xiii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(xiv) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (viii), (xiii) and (xiv) above, the Underwriter is not aware of any current, pending, or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

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10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness, or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum, but that Bond Counsel has reviewed the statements and information appearing therein under the captions and subcaptions "PLAN OF FINANCE – The Bonds," "– Additional Indebtedness – *Major Improvement Area Bonds*," and "– Additional Indebtedness – *Related But Separate Securities*," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS – Legal Proceedings" (first paragraph only), "– Legal Opinions," "CONTINUING DISCLOSURE – The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and APPENDIX B and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance, and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinance (including approving the Service and Assessment Plan) and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the "City Actions") and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended, or rescinded; and

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(iv) The Indenture, the Development Agreement, the Reimbursement Agreement, the Construction Funding Agreement, the Continuing Disclosure Agreement of Issuer, and this Agreement have been duly authorized, executed, and delivered by the City and, assuming the due authorization, execution, and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to governmental entities.

c. City Legal Opinion. An opinion of an attorney for the City, dated the Closing Date and addressed to the Underwriter, the City, Bond Counsel, Developer's Counsel, and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinion of Counsel to the Developer. An opinion of Developer's Counsel, substantially in the form of Appendix D hereto, dated the Closing Date, which shall be addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, and the Trustee. Such opinion shall be in substantially such form unless the City and the Underwriter mutually agree upon changes thereto.

e. Developer Closing Certificate. The Developer Closing Certificate dated as of the Closing Date, signed by authorized officers of the Developer in substantially the form of Appendix E hereto.

f. City Closing Certificate. A certificate of the City, dated the Closing Date, to the effect that:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization, and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin, or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

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(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents on its part to be complied with or satisfied hereunder at or prior to the Closing.

g. Trustee's Counsel Opinion. An opinion of counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, the City, and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City, and Bond Counsel to the following effect:

(i) The Trustee is duly organized, validly existing, and in good standing as a national banking association organized under the laws of the United States of America, and is duly qualified to serve as Trustee in accordance with the qualifications set forth for the Trustee in the Indenture;

(ii) The Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture; and

(iii) The Indenture has been duly authorized, executed, and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms.

h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, Underwriter's Counsel, and Bond Counsel.

i. Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Orrick, Herrington & Sutcliffe LLP ("Underwriter's Counsel"), to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(ii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness, or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and it makes no representation that it has independently verified the accuracy, completeness, or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, Norton Rose Fulbright US LLP, as bond counsel, Hilltop Securities Inc., as Financial Advisor, the PID Administrator, the Developer and its counsel and its engineers and others, during which the contents of the Preliminary Limited Offering Memorandum

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or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond the date of this Agreement), and in reliance thereon, on oral and written statements and representations of the City, the Developer, and others and on the records, documents, certificates, opinions, and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe, as of the date of the Preliminary Limited Offering Memorandum and as of the date of this Agreement, based on the documents, drafts, and facts in existence and reviewed as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Securities and Exchange Commission Rule 15c2-12 or otherwise left blank, and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum as of its date and as of the date of Closing contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that such counsel expressly excludes from the scope of this paragraph and expresses no view with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum about any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the parties, Appendices, or any information about book-entry, DTC, Cede & Co., tax exemption, underwriters, or underwriting included or referred to therein or omitted therefrom. No responsibility is undertaken or conclusion expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum; and

(iii) The Continuing Disclosure Agreement of Issuer satisfies the requirements contained in Securities and Exchange Commission Rule 15c2-12(b)(5) for an undertaking by the City for the benefit of the holders of the Bonds to provide the information at the times and in the manner required by said Rule; provided that, for purposes of this opinion, such counsel is not expressing any view regarding the content of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum that is not expressly stated in numbered paragraph ii, above.

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j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

k. Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

l. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

m. Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary, or proposed), issued pursuant to the Code.

n. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

o. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1 and Appendix E-2.

p. Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property in the District dated December 11, 2022.

q. Letter of Representation of PID Administrator. Letter of Representation of PID Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

r. Evidence of Filing of Creation Resolution and Assessment Ordinance. Evidence that the Creation Resolution and the Assessment Ordinance, including the legal description of the property within the District, the Assessment Roll, and the Service and Assessment Plan have been filed of record in the real property records of Collin County, Texas.

s. Lender Consent Certificate. A Lender Consent Certificate of each holder of a lien, if any, on land in Improvement Area #1 of the District on the Closing Date, consenting to and acknowledging the creation of the District, the adoption of the Assessment Ordinance, the levy of the Assessments, and the subordination of their

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respective liens to the lien created by the Assessments in a form acceptable to the Underwriter. In the event that there are no such lienholders, the Developer shall provide such certifications as may be reasonably requested by the Underwriter to confirm that no such liens exist as of the Closing Date.

t. Developer Organizational Documents. The Developer shall have delivered to the Underwriter and the City (i) fully executed copies of the Developer's organizational documents, (ii) a Certificate of Status from the Texas Secretary of State, and (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

u. Rule 15c2-12 Certification. A resolution, an ordinance (including the Bond Ordinance), or a certificate of the City whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Section (b)(1) of Rule 15c2-12 in connection with the offering of the Bonds, which action may be based on the approval of the release of the Preliminary Limited Offering Memorandum by an authorized City official (if such official has been duly authorized to take such action by the City Council), or certification, if made in the form of a certificate, may be included in the City Certificate required by Section 10(f) hereof.

v. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City and the Developer have engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

w. Reserved.

x. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, and the opinion of Bond Counsel described in Section 10(a) hereof.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15, and 27 hereof.

13. Costs and Expenses.

a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the

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preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum, and any supplements and amendments thereto; (iii) the fees and disbursements of the City's Financial Advisor, the Trustee's counsel, Bond Counsel, Developer's Counsel, and the Trustee relating to the issuance of the Bonds; (iv) the Attorney General's review fees; (v) the fees and disbursements of accountants, advisers, and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Appraiser and the PID Administrator; and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its public offering and distribution of the Bonds, except as noted in subsection 13(a) above.

c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation, whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Celina, Texas, 142 North Ohio Street, Celina, Texas 75009, Attention: City Manager.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Mr. R.R. "Tripp" Davenport, III, Director.

15. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to, or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

16. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The City and the Underwriter agree that electronic signatures to this Agreement may be regarded as original signatures.

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17. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

18. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State.

19. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

20. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

22. Iran, Sudan and Foreign Terrorist Organizations. The Underwriter represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law and excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

23. No Discrimination Against Fossil-Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable federal or Texas law. As used in the foregoing verification, "boycott energy companies," shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and State law; or (B) does business with a company described by (A) above.

24. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable federal or State law.

As used in the foregoing verification,

(a) "discriminate against a firearm entity or firearm trade association" (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

(b) "firearm entity" means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and

(c) "firearm trade association" means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

25. Affiliate. As used in Sections 21 through 24, the Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.133(f), and exists to make a profit.

26. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement 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 Underwriter, 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 Underwriter and the City 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 Underwriter; and neither the City nor its consultants have verified such information.

27. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Sections 13 and 15 shall survive any termination of this Agreement.

[Signature pages follow.]

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Accepted at _____ a.m./p.m. central time on the date first stated above.

City of Celina, Texas

By: _____
City Manager

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

SCHEDULE I

$12,010,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

Interest Accrues From: Date of Delivery

$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a)(b)(c)(d)]
$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a)(b)(c)(d)]
$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a)(b)(c)(d)]

(a) The initial reoffering prices or yields of the Bonds have been determined in accordance with the 10% test.

(b) The Bonds maturing on or after September 1, 20__, may be redeemed before their scheduled maturity date, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date fixed of redemption.

(c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS – Redemption Provisions."

(d) The Bonds are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedules.

$_____ Term Bonds maturing September 1, 20__

Redemption Date	Sinking Fund Installment Amount
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__†	

† Stated maturity.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

$12,010,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

DEVELOPER LETTER OF REPRESENTATIONS

March 14, 2023

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase the $12,010,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, CCD – Ten Mile Creek, LLC, a Texas limited liability company (the "Developer"), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations up to and including the date the Underwriter is no longer required to

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps of the District therein and under the captions and subcaptions "PLAN OF FINANCE" (except for the information under the subcaptions "– The Bonds," "– Additional Indebtedness – *Major Improvement Area Bonds*," and "– Additional Indebtedness – *Related But Separate Securities*"), "THE IMPROVEMENT AREA #1 PROJECTS," "THE DEVELOPMENT," and "THE DEVELOPER" and, to the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #1 Projects, and the Development (as defined in the Limited Offering Memorandum)), "LEGAL MATTERS – Litigation – The Developer," "CONTINUING DISCLOSURE – The Developer" and "– The Developer's Compliance with Prior Undertakings," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX E-2," "APPENDIX F," "APPENDIX G," and "APPENDIX H" (collectively, the "Developer Disclosures") in accordance with subsection 4(f) herein.

3. Developer Documents. The Developer has executed and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

a. this Developer Letter of Representations;

b. the Development Agreement (Belknap Tract), between the City and CCD – Coit Land, LLC, approved by the City of September 14, 2021, as partially assigned to the Developer, as amended;

c. the Ten Mile Creek Public Improvement District Improvement Area #1 Reimbursement Agreement, effective March 14, 2023, between the City and the Developer;

d. the Ten Mile Creek Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, effective March 14, 2023, between the City and the Developer; and

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

e. the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of April 1, 2023, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent.

The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

b. Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the "Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction, or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party.

d. No Litigation. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. No "Event of Default" or "event of default" by the Developer under any of the Developer Documents, any documents to which the Developer is a party described in the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Improvement Area #1 Projects to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default" by the Developer has occurred and is continuing.

5. Indemnification.

a. The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees, and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act of 1933 or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement, or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer, or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

Signature page follows.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Dated: _____

CCD – Ten Mile Creek, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

APPENDIX B

$12,010,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of FMSbonds, Inc. ("FMS"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds") of the City of Celina, Texas (the "Issuer").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) FMS offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, FMS agreed in writing on or prior to the Sale Date that (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which FMS sold at least 10% of such Hold-the-Offering-

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is March 14, 2023.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The remainder of this page is left blank intentionally.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents FMS's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Tax Exemption with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

FMSbonds, Inc.,
as Underwriter

By:_____

Name: R.R. "Tripp" Davenport, III
Title: Director, Investment Banking

Date: _____, 2023

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(*Attached*)

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

APPENDIX C

LETTERHEAD OF MESSER, FORT & MCDONALD, PLLC

April 6, 2023

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US, LLP
2200 Ross Avenue
Suite 3600
Dallas, Texas 75201-7932

U.S. Bank Trust Company, National Association, as Trustee
111 Filmore Avenue East
St. Paul, Minnesota 55107
Attn: Bond Operations

Locke Lord LLP
2200 Ross Avenue, Suite 2800
Dallas, Texas 75201

$12,010,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

Ladies and Gentlemen:

We are the Attorney for the City of Celina, Texas (the "City"), for limited purposes, and are rendering this opinion in connection with the issuance and sale of $12,010,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project)" (the "Bonds"), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. _____ and enacted by the City Council of the City (the "City Council") on March 14, 2023 (the "Bond Ordinance"), and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act") and the Indenture of Trust, dated as of April 1, 2023 (the "Indenture"), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The Bonds are being sold to FMSbonds, Inc. pursuant to the Bond Purchase Agreement dated March 14, 2023, between the City and FMSbonds Inc. (the "Bond Purchase Agreement"). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

In our capacity as City Attorney, and for the purpose of rendering opinions set forth herein, we have reviewed the following:

(a) The Resolution No. 2022-14R enacted by the City Council on March 15, 2022 (the "Creation Resolution").

(b) The Assessment Ordinance

(c) The Bond Ordinance.

(e) The Indenture.

(f) The Development Agreement (Belknap Tract), between the City and CCD – Coit Land, LLC, approved by the City of September 14, 2021, as partially assigned to CCD – Ten Mile Creek, LLC, a Texas limited liability company (the "Developer").

(g) The Ten Mile Creek Public Improvement District Improvement Area #1 Reimbursement Agreement, effective March 14, 2023, between the City and the Developer.

(h) The Ten Mile Creek Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, effective March 14, 2023, between the City and the Developer.

(i) That certain Improvement Area #1 Landowner Agreement by and between the City and the Developer, entered into as of March 14, 2023.

(j) That certain Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of April 1, 2023 (the "Continuing Disclosure Agreement of the Issuer"), executed and delivered by the City, MuniCap, Inc., as PID Administrator (the "PID Administrator"), and HTS Continuing Disclosure Services, a Division of Hilltop Securities, Inc., as Dissemination Agent.

The Creation Resolution, the Assessment Ordinance, and the Bond Ordinance shall hereinafter be referred to as the "Authorizing Documents" and the remaining documents shall hereinafter be collectively referred to as the "Reviewed Documents."

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (a) the due authorization, execution, and delivery of each of the Reviewed Documents by all parties thereto other than the City; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on **Exhibit A** attached to this letter and the exclusions set forth on **Exhibit B** attached to this letter. Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Developer Closing Certificate delivered pursuant to the Bond Purchase Agreement; (d) the Developer's Letter of Representations delivered pursuant to the Bond Purchase Agreement; (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Locke Lord LLP, Developer's Counsel; (f) the PID Administrator's Letter of Representations delivered pursuant to the Bond Purchase Agreement; and (g) the Appraiser's Letter of Representations delivered pursuant to the Bond Purchase Agreement (collectively, the "Reliance Materials"). We have not made any independent or other investigation, review, analysis, or inquiry as to any of the facts, matters, circumstances, or legal opinions or conclusions contained in the Reviewed Documents or Reliance Materials or the accuracy or completeness thereof. Additionally, we have assumed that none of the Reviewed Documents or Reliance Materials contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in the light of the circumstances in which they are made, not misleading. We have not made any examination of any accounting or financial matters, and we express no opinion with respect thereto.

The opinions expressed herein are subject to the correctness in understanding that no beneficiary to this opinion letter may rely on this opinion letter to the extent that such beneficiary or its counsel has actual knowledge of any: (a) applicable laws, facts, or circumstances which would make any opinion expressed herein incorrect, subject to question, or require further investigation of any laws, facts, or circumstances; and (b) judicial decisions which would make the opinions set forth herein incorrect.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Messer, Fort & McDonald, PLLC attorneys who have given substantive attention to matters concerning the City during the course of our representation of the City in connection with the Reviewed Documents, which knowledge has been obtained by such attorneys in their capacity as such. In particular, our response does not include matters known to any attorney of our firm in a capacity other than as counsel to the City. In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge," "our actual knowledge" and similar expressions signify that, in the course of our representation of the City the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Further, the words "our knowledge," "our actual knowledge" and similar expressions used in this opinion letter are intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in preparation of the Reviewed Document in representation of the City. We have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the Reviewed Documents. The City has taken or obtained all actions, approvals, consents, and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the Reviewed Documents and the performance of its obligations thereunder.

2. To the best of our knowledge, there is no action, suit, proceeding, inquiry, or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting, or seeking to prohibit, restrain, or enjoin the delivery of any of the Bonds, or the payment, collection, or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in Improvement Area #1 of the District pursuant to the provisions of the Assessment Ordinance, and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the Reviewed Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The Reviewed Documents have been duly authorized, executed and delivered by the City and remain legal, valid, and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such Reviewed Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the Reviewed Documents will not violate any provision of any Federal or Texas constitutional or statutory provision.

6. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES – Assessment Methodology" (first paragraph only), "THE CITY – Background" and "– City Government," "THE DISTRICT," and "LEGAL MATTERS – Litigation – The City" are a fair and accurate summary of the laws and the documents and facts summarized therein.

7. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

performance by the City of its obligations under the Authorizing Documents and the Reviewed Documents.

8. The adoption of the Authorizing Documents and the execution and delivery of the Reviewed Documents and the compliance with the provisions of the Authorizing Documents and the Reviewed Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order, or consent decree to which the City is subject.

The foregoing opinions are, with your concurrence, predicated on, limited by, and qualified in their entirety by the following:

(a) The foregoing opinions are based on and limited to the laws of the State of Texas, and we render no opinion with respect to the federal laws of the United States or to the laws of any other jurisdiction.

(b) We express no opinion with respect to the enforceability of provisions of the Reviewed Documents that relate to (i) mediation or arbitration; (ii) limitations or restrictions on, or waiver of, legal or equitable remedies; (iii) indemnity or release; (iv) limitations or restrictions on assignment or transfer of rights, interests or property; (v) the rights or obligations of third parties; (vi) evidentiary standards; (vii) waiver of rights to notice or the obligations of good faith, fair, dealing, diligence or reasonableness; (viii) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability; (ix) the availability of specific performance, injunctive relief or any other equitable remedy (regardless of whether such question is considered in a proceeding in equity or at law); (x) fixed, stipulated or liquidated damages; (xi) the making of determinations in the sole and absolute (or similarly described) discretion of a party to the Reviewed Documents; (xii) authorizing any party to exercise any rights other than in accordance with applicable law; (xiii) liability of any party for payment of any amount payable under the Reviewed Documents to the extent such amounts (A) accrue, or are attributable to any period of time, after the termination of any of the Reviewed Documents, (B) allow any other party to recover more than the "benefit of its bargain" or (C) exceed the amount of any party's actual damages; (xiv) rendering inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); (xv) requiring all amendments, waivers and terminations be in writing or requiring disregard of any course of dealing between the parties; (xvi) establishing any obligation of the parties as absolute or unconditional regardless of the occurrence or non-occurrence or existence or non-existence of any event or other state of facts; (xvii) obligations of the parties by reference to and/or incorporation of any provision of any agreement other than the Reviewed Documents, or that consist of or employ provisions (whether operative or definitional) contained in any such other agreement; (xviii) obligating any party to take action it has no legal right to take, or to take or not take an action if taking or failing to take the same would constitute, or aid or abet, a violation of applicable law; (xix) certain agreements of non-signatories, or obligations of signatories with respect to non-signatories

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

or other persons or entities, whether or not signatories, not under the control of such signatories; (xx) selection of venue; (xxi) modifying the time at which any applicable statute of limitation begins to run or at which any cause of action begins to accrue; (xxii) an exemption from any sales or other taxes; (xiii) disclaiming or limiting warranties implied by or required pursuant to law; (xxiv) waiving the defense that an adequate remedy at law exists; and (xxv) waiving any suretyship defenses.

(c) The validity, binding effect, and enforceability of the Reviewed Documents may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, redemption, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor's rights and remedies generally; (ii) general principles of equity; (iii) judicial discretion; (iv) the exercise by political subdivisions or governmental authorities or corporations acting on their behalf of sovereign or governmental immunity, legislative or governmental powers, police powers, taxing powers, or rights of appropriation; and (v) applicable court decisions relating to a duty or obligation to mitigate damages.

(d) We express no opinion regarding the effect of the laws of usury or similar laws regarding interest rate limitations on the provisions of the Reviewed Documents.

(e) We express no opinion with respect to the matters described on Exhibit B attached to this letter.

(f) The opinions set forth herein are also subject to the qualification that enforceability of the Reviewed Documents may be limited by (i) the provisions of Section 130.002 of the Texas Civil Practice and Remedies Code regarding limitations on indemnifications; (ii) Section 28 of the Texas Property Code regarding prompt payment to contractors and subcontractors; (iii) Section 16.071 of the Texas Civil Practice and Remedies Code regarding the time period for a claimant to give notice of a claim for damages as a condition precedent to the right to sue on a contract; (iv) Section 16.070 of the Texas Civil Practice and Remedies Code regarding permitted contractual limitations on when a claimant may bring suit on a contract; (v) Section 38.02 of the Texas Civil Practice and Remedies Code providing for the notice time period in order for a claimant to recover attorneys' fees; (vi) the "express negligence" and "clear and conspicuous" rules adopted by the Texas Supreme Court, as applied to any indemnity or release provisions in the Reviewed Documents; (vii) Section 35.52 of the Texas Business and Commerce Code; (viii) Section 162.001 et seq. of the Texas Property Code; (ix) Section 302.002 of the Texas Finance Code; (x) Section 28.009 of the Texas Property Code; and (xi) claims of sovereign or governmental immunity by political subdivisions or governmental authorities or corporations acting on their behalf.

We express no opinion as to the laws of any jurisdiction other than the laws of Texas and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of Texas and the United States of America as currently in effect.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

We assume there are no material misstatements in the legal opinions delivered by the other parties and entities to this transaction; and further specifically rely upon Bond Counsel to the City with regard to the Bond Ordinance, Indenture, Continuing Disclosure Agreement of Issuer, bond purchase agreement or other documents prepared, delivered or executed in connection with the Bonds and Bond documents, and the Attorney General's review and approval of the transaction.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the transactions described therein, and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent. This opinion letter does not constitute a warranty or guarantee or an opinion as to matters of fact and should not be construed or relied upon as such. This opinion letter is as of the date hereof only, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

Very truly yours,
MESSER, FORT & MCDONALD, PLLC

By: Julie Fort
City Attorney

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

EXHIBIT A TO OPINION LETTER

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of all natural persons executing the Reviewed Documents;

2. No undue influence, duress, fraud, or deceit exists with respect to the transactions described in the Reviewed Documents, and there has not been any mutual mistake of fact or misunderstanding with respect to the same;

3. The conduct of the parties to the Reviewed Documents has complied, and will comply, with any requirement of good faith, fair dealing, and conscionability;

4. There are no agreements or understandings, written or oral, among the parties to the Reviewed Documents, and there is no usage or trade or course of prior dealing among the parties to the Reviewed Documents that would, in either case, define, supplement, or qualify the terms of the Reviewed Documents;

5. All parties to the Reviewed Documents have complied with all legal requirements that are applicable to them to the extent necessary to authorize such parties to enter into the Reviewed Documents and, except as to the City, the Reviewed Documents are enforceable against the other parties thereto;

6. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;

7. All parties to the Reviewed Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Reviewed Documents;

8. All parties to the Reviewed Documents will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Reviewed Documents or performance of the Reviewed Documents;

9. There are no material misstatements in the legal opinions delivered pursuant to the Bond Purchase Agreement by: (i) Norton Rose Fulbright US LLP, Bond Counsel to the City; and (ii) Locke Lord LLP, Developer's Counsel;

10. There are no material misstatements in the Letters of Representations delivered pursuant to the Bond Purchase Agreement by: (i) Integra Realty Resources – Dallas, Appraiser; and (ii) Municap, Inc., PID Administrator;

11. None of the parties to the Reviewed Documents (other than the City) is a party to any court or regulatory proceeding relating to or otherwise affecting the Reviewed Documents or is subject to any order, writ, injunction, or decree of any court or federal, state, or local governmental agency or commission that would prohibit the execution and delivery of the Reviewed Documents, or the consummation of the transactions therein

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

contemplated in the manner therein provided, or impair the validity or enforceability thereof; and

12. All statutes and ordinances enacted by an official legislative body were validly enacted and are constitutional, and all rules and regulations promulgated or issued by an administrative body and not adjudicated invalid or unenforceable are valid and enforceable.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

EXHIBIT B TO OPINION LETTER

ADDITIONAL EXCLUSIONS

None of the opinions expressed in the letter to which this Exhibit B is attached include any implied opinion unless such implied opinion is both (a) essential to the legal conclusion reached by the express opinions set forth in this letter and (b) based upon prevailing norms and expectations among experienced lawyers in the State of Texas, reasonable in the circumstances. Moreover, unless explicitly addressed in the letter to which this Exhibit B is attached, our opinions do not address any of the following legal issues or the effects thereof on the transactions evidenced by the Bond Purchase Agreement or any other documents prepared, delivered, or executed in connection with the Bonds (the "***Bond Documents***"), and we specifically express no opinion with respect to the Bond Documents:

1. Federal and State securities laws and regulations administered by the Securities and Exchange Commission and state "***Blue Sky***" laws and regulations.

2. The compliance or noncompliance by the Underwriter, the Trustee, the Developer, any party to the Bond Documents, or the purchasers of the Bonds with any federal and state laws or regulations applicable to the transactions evidenced by the Bond Documents;

3. Compliance with fiduciary duty requirements;

4. Decisions, orders, rules, policies, and regulations of any political subdivision, department, agency, organization, or entity of any kind created under or pursuant to federal law and judicial decisions to the extent they deal with any of the foregoing.

5. Title to any asset or property described or referred to in the Bond Documents or the accuracy or sufficiency of its description;

6. The creation, attachment, perfection, priority or enforcement of any lien, security interest or right of offset purported to be granted under the Bond Documents or created by operation of law;

7. The recordation or filing of any Bond Documents or related documents;

8. Federal and state environmental laws and regulations;

9. Federal and state land use and subdivision laws and regulations;

10. Federal and state tax laws and regulations;

11. Federal patent, copyright and trademark, state trademark, and other federal and state intellectual property laws and regulations;

12. Federal and state racketeering laws and regulations (e.g., RICO);

13. Federal and state health and safety laws and regulations (e.g., OSHA);

14. Federal and state labor laws and regulations;

15. Federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws; and

16. Other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

APPENDIX D

April 6, 2023

City of Celina
142 North Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US, LLP
2200 Ross Avenue
Suite 3600
Dallas, Texas 75201-7932

U.S. Bank Trust Company National Association, as Trustee
Attn: Bond Operations
111 Filmore Avenue East
St. Paul, Minnesota 55107

Messer, Fort & McDonald PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

$12,010,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

Ladies and Gentlemen:

I. Introduction

We have acted as special counsel to CCD – Ten Mile Creek, LLC, a Texas limited liability company (the "Developer"), in connection with the issuance and sale by the City of Celina, Texas (the "City"), of $12,010,000 City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project) (the "Bonds"), pursuant to the Indenture of Trust, dated as of April 1, 2023 (the "Indenture"), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Ten Mile Creek" (the "Development") located [in the extraterritorial jurisdiction] [within the corporate boundaries] of the City.

The Bonds are being sold by FMSbonds, Inc. (the "Underwriter"), pursuant to that certain Bond Purchase Agreement, dated March 14, 2023 (the "Bond Purchase Agreement"), between the City and the Underwriter. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents (collectively, the "Material Documents"):

(1) the Development Agreement (Belknap Tract), between the City and CCD – Coit Land, LLC, approved by the City of September 14, 2021, as partially assigned to the Developer, as amended;

(2) the Ten Mile Creek Public Improvement District Improvement Area #1 Reimbursement Agreement, effective March 14, 2023, between the City and the Developer;

(3) the Ten Mile Creek Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, effective March 14, 2023, between the City and the Developer;

(4) the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of April 1, 2023, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a Division of Hilltop Securities, Inc., as dissemination agent;

(5) the Developer Letter of Representations, effective as of March 14, 2023, relating to the Bonds;

(6) the Developer Closing Certificate with respect to the Bonds, dated April 6, 2023;

(7) the Improvement Area #1 Landowner Agreement, between the City and the Developer, entered into as of March 14, 2023; and

(8) the General Certificate of the Developer with respect to the Bonds, dated as of April 6, 2023 (the "Developer Certificate").

(b) The Preliminary Limited Offering Memorandum, dated February [28], 2023, relating to the issuance of the Bonds (the "Preliminary Limited Offering Memorandum");

(c) The final Limited Offering Memorandum, dated March 14, 2023, relating to the issuance of the Bonds (the "Limited Offering Memorandum"); and

(d) Such other documents, records, agreements, and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge" signify that, in the course of our representation of the Developer the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words "our knowledge" and similar language used herein are

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer, as applicable), that: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto (other than the authorization, execution, and delivery by the Developer) and that each such document constitutes a valid, binding, and enforceable obligation of each party (other than the Developer) thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform its respective obligations under the Material Documents), (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental entity of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction, or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified, or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction, or decree of any court or federal, state, or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than the Developer) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

II. Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

(a) The Developer is a limited liability company formed under the laws of the State of Texas and qualified to transact business as a limited liability company, and in good standing under the laws of the State of Texas.

(b) The Developer has the power and authority to execute and deliver the Material Documents to which it is a party, and to perform its obligations thereunder.

(c) The execution and delivery by the Developer of the Material Documents to which it is a party, and the performance by the Developer of its obligations under the Material Documents will not (i) violate any applicable law; or (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform its obligations under the Material Documents to which it is a party.

(d) To our knowledge, no governmental approval which has not been obtained is required to be obtained by the Developer on or before the date hereof as a condition to the performance by the Developer of its obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

(e) Based solely on the Developer Certificate, the Developer has duly executed and delivered each of the Material Documents to which it is a party, and each of the Material Documents constitute the legal, valid, and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally, (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part. The execution, delivery, and performance by the Developer of its respective obligations under the Material Documents do not violate any existing laws of the State of Texas applicable to the Developer.

(f) To our knowledge, there are no actions, suits, or proceedings pending or threatened against the Developer identified in the Developer Certificate, or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to: (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

execute or deliver the Material Documents to which it is a party; (iii) the titles of the parties executing the Material Documents; (iv) the execution, delivery, validity, or enforceability of the Material Documents on behalf of the Developer; (v) the operations or financial condition of the Developer that would materially adversely affect those operations or the financial condition of the Developer; or (vi) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

(g) Based solely on the Developer Certificate, the execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, indenture, bond note, resolution, agreement, or other instrument to which the Developer is a party or is otherwise subject and which have been identified in the Developer Certificate, which violation, breach, or default would materially adversely affect the Developer or its performance of its respective obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under applicable law, or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

(h) The information set forth in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps included therein, and under the captions "PLAN OF FINANCE – Development Plan," "– Lot Purchase and Sale Agreements," and "Additional Indebtedness – *Future Improvement Area Bonds*," "THE IMPROVEMENT AREA #1 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #1 Projects, and the Development (as defined in the Limited Offering Memorandum))," "LEGAL MATTERS – Litigation – The Developer," and "CONTINUING DISCLOSURE – The Developer," and "– The Developer's Compliance with Prior Undertakings" adequately and fairly describe the information summarized under such captions and are correct as to matters of law.

(i) Subject to the below qualifications and based upon our participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and our participation at conferences with representatives of the Underwriter and its counsel, of the City and its counsel, and with representatives of the Developer at which the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum and as of March 14, 2023, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

III. Qualifications

In addition to any assumptions, qualifications, and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees, or orders or the pendency of any actions, proceedings, investigations, or litigation.

(b) We have relied upon the Developer Certificate, as well as the representations of the Developer contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents, or the representations contained therein. With respect to our opinion in II(a) relating to the Developer's good standing, we have relied solely on a Certificate of Fact being issued by the Secretary of State of Texas with respect to the Developer and an online search of the Franchise Tax Account Status page of the website of the Texas Comptroller of Public Accounts which indicated the right of the Developer to do business in the State of Texas is intact.

(c) Our opinion delivered pursuant to Section II(c) above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith, and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws, and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship, and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas, and other laws or court decisions limiting the rights of creditors to repossess, foreclose, or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction, or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisement, valuation, stay of execution, redemption, extension of time for payment, setoff, and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal, or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Very truly yours,

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

APPENDIX E

DEVELOPER CLOSING CERTIFICATE

CCD – Ten Mile Creek, LLC, a Texas limited liability company (the "Developer"), DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Developer is a Texas limited liability company organized, validly existing, and in good standing under the laws of the State of Texas.

2. Representatives of the Developer have provided information to the City of Celina, Texas (the "City") and FMSbonds, Inc. (the "Underwriter") to be used in connection with the offering by the City of its $12,010,000 aggregate principal amount of Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project) (the "Bonds"), pursuant to the Preliminary Limited Offering Memorandum, dated February [28], 2023 (the "Preliminary Limited Offering Memorandum"), and Limited Offering Memorandum dated March 14, 2023 (the "Limited Offering Memorandum").

3. The Developer has delivered to the Underwriter and the City true, correct, complete, and fully executed copies of the Developer's organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) the Developer Letter of Representations, dated March 14, 2023;

(b) the Development Agreement (Belknap Tract, between the City and CCD – Coit Land, LLC, approved by the City of September 14, 2021, as partially assigned to the Developer;

(c) the Ten Mile Creek Public Improvement District Improvement Area #1 Reimbursement Agreement, effective March 14, 2023, between the City and the Developer;

(d) the Ten Mile Creek Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, effective March 14, 2023, between the City and the Developer;

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

(e) the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of April 1, 2023, executed and delivered by the Developer, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure, a division of Hilltop Securities Inc., as Dissemination Agent.

6. The Developer owned all of the Assessed Property (as defined in the Service and Assessment Plan) located in the District on the date that the Assessment Ordinance was adopted and is not an entity that may claim a homestead right under Texas law.

7. The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

8. The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

9. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

10. The Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps of the District therein and under the captions and subcaptions "PLAN OF FINANCE" (except for the information under the subcaptions "– The Bonds," "– Additional Indebtedness – *Major Improvement Area Bonds*," and "– Additional Indebtedness – *Related But Separate Securities*"), "THE IMPROVEMENT AREA #1 PROJECTS," "THE DEVELOPMENT," and "THE DEVELOPER" and, to the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #1 Projects, and the Development (as defined in the Limited Offering Memorandum)), "LEGAL MATTERS – Litigation – The Developer," "CONTINUING DISCLOSURE – The Developer" and "– The Developer's Compliance with Prior Undertakings," "APPENDIX E-2," "APPENDIX F", "APPENDIX G," and "APPENDIX H" (collectively, the "Developer Disclosures") and certifies that the same does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum, as of the date of the Limited Offering Memorandum, and as of this date; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum.

11. The Developer has reviewed and approved the information contained in the Developer Disclosures in the Limited Offering Memorandum and certifies that the same does not

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Limited Offering Memorandum and as of the date hereof; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

12. To the Developer's knowledge, the Developer is in compliance in all material respects with all provisions of applicable law relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Developer's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of the property within the District as described in the Limited Offering Memorandum; and (b) the Developer has no reason to believe that any additional permits, consents and licenses required to complete the development of the property within the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

13. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed, or consented to a petition in bankruptcy, petitioned or applied (or consented to any third-party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

14. The levy of Assessments on property in the District owned by the Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture, or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

15. The Developer is not in default under any mortgage, trust indenture, lease, or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Developer's ability to perform its obligations under the Developer Documents.

16. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state, or local governmental laws or regulations relating to the environment in any material and adverse respect.

Signature page follows.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Dated: _____

DEVELOPER:

CCD – Ten Mile Creek, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

APPENDIX F

LETTERHEAD OF INTEGRA REALTY RESOURCES – DALLAS

March __, 2023

City of Celina, Texas
101 Main Street
Celina, Texas 76052

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

U.S. Bank Trust Company, National Association, as Trustee
111 Filmore Avenue East
St. Paul, Minnesota 55107
Attn: Bond Operations

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of Integra Realty Resources – Dallas ("Appraiser"), the appraiser of the undeveloped property contained in Ten Mile Creek Public Improvement District (the "District"), does hereby represent the following:

1. Appraiser has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated February [28], 2023, and the Limited Offering Memorandum for the Bonds, dated March 14, 2023 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City of Celina, Texas, as described above. The information Appraiser provided for the Limited Offering Memorandum is the real estate appraisal of the property in the District, located in APPENDIX I to the Limited Offering Memorandum, and the description thereof, set forth under the caption "APPRAISAL."

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. Appraiser agrees to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of its name in the Limited Offering Memorandum for the Bonds.

4. Appraiser agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about April 6, 2023) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any statement in the Appraisal materially misleading.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

INTEGRA REALTY RESOURCES – DALLAS

By: _____
Its: _____

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

APPENDIX G

LETTERHEAD OF MUNICAP, INC.

March __, 2023

City of Celina, Texas
142 N. Ohio Street
Celina, Texas 76201

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-2784

U.S. Bank Trust Company, National Association
111 Filmore Avenue East
St. Paul, Minnesota 55107

Re: City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of MuniCap, Inc. ("MuniCap," "we," or "our"), consultant in connection with the creation by the City of Celina, Texas (the "City"), of Ten Mile Creek Public Improvement District (the "District"), does hereby represent the following:

1. MuniCap has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated February [28], 2023, and the final Limited Offering Memorandum for the Bonds, dated March 14, 2023 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City, as described above. The information MuniCap provided for the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES" and "THE PID ADMINISTRATOR" and (b) in the Service and Assessment Plan (the "SAP") for the City located in APPENDIX C to the Limited Offering Memorandum.

2. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. We agree to the inclusion of the SAP in the Limited Offering Memorandum and to the use of our name in the Limited Offering Memorandum for the Bonds.

4. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about April 6, 2023) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Sincerely yours,

MUNICAP, INC.

By: _____
Its: _____

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Draft 02.02.2023

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer dated as of April 1, 2023 (this "Disclosure Agreement") is executed and delivered by and among the City of Celina, Texas (the "Issuer"), MuniCap, Inc. (the "Administrator"), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (in such capacity, the "Dissemination Agent"), with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project)" (the "Bonds"). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust, dated as of April 1, 2023, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, as amended or supplemented, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Additional Bonds" shall have the meaning assigned to such term in the Indenture.

"Additional Obligations" shall have the meaning assigned to such term in the Indenture.

"Administrative Expenses" shall have the meaning assigned to such term in the Indenture.

"Administrator" shall mean an employee of the Issuer or third-party designee of the Issuer who shall have the responsibilities provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Installment" shall have the meaning assigned to such term in the Indenture.

"Annual Service Plan Update" shall have the meaning assigned to such term in the Indenture.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

"Assessments" shall have the meaning assigned to such term in the Indenture.

"Assessed Property" shall have the meaning assigned to such term in the Indenture.

"Audited Financial Statements" shall mean the audited financial statements of the Issuer that have been prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer and that have been audited by an independent certified public accountant.

"Business Day" shall have the meaning assigned to such term in the Indenture.

"Developer" shall have the meaning assigned to such term in the Indenture.

"Disclosure Agreement of Developer" shall mean the Continuing Disclosure Agreement of Developer relating to the Bonds, dated as of April 1, 2023, executed, and delivered by the Developer, the Administrator, and the Dissemination Agent.

"Disclosure Representative" shall mean the Director of Finance of the Issuer or his or her designee, or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer, and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean Ten Mile Creek Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access System currently available on the internet at http://emma.msrb.org.

"Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the Issuer's fiscal year, currently the twelve-month period from October 1 through the following September 30.

"Foreclosure Proceeds" shall have the meaning assigned to such term in the Indenture.

"Improvement Area #1" shall have the meaning assigned to such term in the Indenture.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board, or any other entity designated or authorized by the SEC to receive continuing disclosure reporting pursuant to the Rule.

"Outstanding" shall have the meaning assigned to such term in the Indenture.

"Owner" shall have the meaning assigned to such term in the Indenture.

"Participating Underwriter" shall mean FMSbonds, Inc. and its successors and assigns.

"PID Act" shall mean Chapter 372, Texas Local Government Code, as amended.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Service and Assessment Plan" shall have the meaning assigned to such term in the Indenture.

"Trust Estate" shall have the meaning assigned to such term in the Indenture.

"Trustee" shall have the meaning assigned to such term in the Indenture.

SECTION 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) Commencing with the Fiscal Year ending September 30, 2023, the Issuer shall provide or cause to be provided to the MSRB, in electronic or other format required by the MSRB (i) not later than six (6) months after the end of the Issuer's Fiscal Year, its Annual Financial Information, and (ii) not later than twelve (12) months after the end of the Issuer's Fiscal Year, its Audited Financial Statements. In each case, the Annual Financial Information and the Audited Financial Statements, as applicable, may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide the Annual Financial Information or Audited Financial Statements, as applicable, pursuant to Section 4 of this Disclosure Agreement. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) Upon delivery by the Issuer of the Annual Financial Information or the Audited Financial Statements, as applicable, to the Dissemination Agent, together with written instructions

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

to file such information or financial statements, as applicable, with the MSRB, the Dissemination Agent shall:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Financial Information or the Audited Financial Statements, as applicable, on the respective dates required in subsection (a); and

(ii) file the Annual Financial Information or the Audited Financial Statements, as applicable, on the respective dates required, containing, or incorporating by reference the information set forth in Section 4 hereof.

(c) If the Issuer has provided the Dissemination Agent with the completed Annual Financial Information or the Audited Financial Statements, as applicable, together with written instructions to file such financial information or financial statements with the MSRB and the Dissemination Agent has filed such financial information or financial statements with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Financial Information or the Audited Financial Statements, as applicable, has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB, which report shall include a filing receipt from the MSRB.

SECTION 4. Content and Timing of Annual Financial Information and Audited Financial Statements. The Annual Financial Information and the Audited Financial Statements shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) *Annual Financial Information*. Within six (6) months after the end of each Fiscal Year, the Annual Financial Information of the Issuer (any or all of which may be unaudited) being:

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount, and principal amount remaining Outstanding;

(B) The amounts in the funds and accounts under the Indenture securing the Bonds and a description of the related investments; and

(C) The assets and liabilities of the Trust Estate.

(ii) Financial information and operating data with respect to the Issuer of the general type and in substantially similar form to that shown in the tables provided under Sections 4(a)(ii)(A) and 4(a)(ii)(B) of Exhibit B attached hereto. Such information shall be provided: (a) as of the end of the Fiscal Year (for tables in Section 4(a)(ii)(A) of Exhibit B), and (b) both as of the end of the Fiscal Year and through February 1 of the calendar year immediately succeeding such Fiscal Year (for tables in Section 4(a)(ii)(B) of Exhibit B).

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

(iii) Updates to the information in the Service and Assessment Plan or the Annual Service Plan Update as most recently amended or supplemented, including any changes to the methodology for levying the Assessments in Improvement Area #1.

(iv) Until building permits have been issued for parcels or lots representing, in the aggregate, ninety-five percent (95%) of the total Assessments levied within Improvement Area #1, the Annual Financial Information (in the Annual Service Plan Update or otherwise) shall include the number of certificates of occupancy ("COs") issued for new homes completed in Improvement Area #1 during such Fiscal Year and the aggregate number of COs issued for new homes completed within Improvement Area #1 since filing the initial Annual Financial Information for Fiscal Year ending September 30, 2023.

(v) If the total amount of delinquencies greater than 150 days equals or exceeds ten percent (10%) of the amount of the Assessments due in any fiscal year, a list of delinquent property owners.

(vi) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's Audited Financial Statements during such Fiscal Year.

(b) *Audited Financial Statements*. Within twelve (12) months after the end of each Fiscal Year, the Audited Financial Statements of the Issuer, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If such Audited Financial Statements are not complete within twelve (12) months after the end of each Fiscal Year, then the Issuer shall provide unaudited financial statements within such period and shall provide Audited Financial Statements for the applicable Fiscal Year when and if the audit report on such statements becomes available.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs. The Issuer has designated MuniCap, Inc., as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare and provide to the Dissemination Agent the Annual Financial Information on behalf of the Issuer within the timeline described in subsection (a). In all cases, the Issuer shall have the sole responsibility for the content, design, and other elements comprising substantive contents of the Annual Financial Information and Audited Financial Statements under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the Bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Any sale by the Developer of real property within Improvement Area #1 in the ordinary course of the Developer's business will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018 (the "2018 Release") and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release. For the avoidance of doubt, the issuance of Additional Bonds under the Indenture or the incurrence of Additional Obligations without the filing of a corresponding official statement with the MSRB will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with this Section must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent, in writing, to immediately file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Additionally, the Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide Audited Financial Statements (or unaudited financial statements, if Audited Financial Statements are not available) or Annual Financial Information, as applicable, as required under this Disclosure Agreement. See Exhibit A hereto for a form for submitting "Notice to MSRB of Failure to File."

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design, and other elements comprising substantive contents of all disclosures made pursuant to Sections 4 and 5 of this Disclosure Agreement. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than three (3) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than the Business Day immediately following the day on which it receives written instructions from the Issuer. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to Bond calls only), 10, 13, 14, or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator, and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption, or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required with respect to the Bonds. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent. If the Issuer discharges the Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within 30 days of such discharge. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Financial Information or Audited Financial Statements, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Audited Financial Statements for the fiscal year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information and Audited Financial Statements or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Financial Information, Audited Financial Statements, or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information, Audited Financial Statements, or notice of occurrence of a Listed Event.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Dissemination Agent (at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Financial Information and the Audited Financial Statements) prepared by the Issuer pursuant to this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees, and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected from the property owners in Improvement Area #1, against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses, or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent shall not be responsible for the Issuer's failure to submit a complete Annual Financial Information or Audited Financial Statements to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees, and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected from the property owners in Improvement Area #1, against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses, or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, THE ADMINISTRATOR, OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

PERFORMANCE. EXCEPT AS DESCRIBED IN SECTION 10 WITH RESPECT TO THE DISSEMINATION AGENT, NEITHER THE DISSEMINATION AGENT NOR THE ADMINISTRATOR IS UNDER ANY OBLIGATION NOR IS IT REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Assessments Timeline. The basic expected timeline for the collection of the Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds, or any other document related to the Bonds.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future council members, officer, agent, or employee of the Issuer, the Administrator, or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act, or action, or part thereof, is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Administrator, but only with funds to be provided from the Administrative Expenses component of the Annual Installments collected from the property owners in Improvement Area #1, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 18. Anti-Boycott Verification. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Dissemination Agent and the Administrator, each respectively, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SECTION 19. Iran, Sudan and Foreign Terrorist Organizations. The Dissemination Agent and the Administrator, each respectively, represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Dissemination Agent and the Administrator, each respectively, and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

SECTION 20. No Discrimination Against Fossil-Fuel Companies. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator, each respectively, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable Federal or Texas law; or (B) does business with a company described by (A) above.

SECTION 21. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator, each respectively, hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Disclosure Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, (a) 'discriminate against a firearm entity or firearm trade association' (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which insures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

SECTION 22. Affiliate. As used in Sections 18 through 21, the Dissemination Agent and Administrator, each respectively, understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of SEC Rule 405, 17.C.F.R. § 230.405, and exists to make a profit.

SECTION 23. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement.

SECTION 24. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 25. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Issuer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

Signature pages follow.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

CITY OF CELINA, TEXAS
(as Issuer)

By: _____
City Manager

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

HTS CONTINUING DISCLOSURE SERVICES,
a division of Hilltop Securities Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

MUNICAP, INC.,
(as Administrator)

By: _____
Authorized Officer

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE
[ANNUAL FINANCIAL INFORMATION][AUDITED FINANCIAL STATEMENTS]
[UNAUDITED FINANCIAL STATEMENTS]

Name of Issuer:	City of Celina, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project)
Date of Delivery:	_____, 20__
CUSIP Numbers:	[Insert CUSIP Numbers]

NOTICE IS HEREBY GIVEN that the City of Celina, Texas, has not provided [Annual Financial Information] [Audited Financial Statements] [unaudited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer related to such bonds, dated as of April 1, 2023, between the Issuer, MuniCap, Inc., as Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent. The Issuer anticipates that [the Annual Financial] [Audited Financial Statements] [unaudited financial statements] will be filed by _____.

Dated: _____

HTS Continuing Disclosure Services, a division of
Hilltop Securities Inc.,
on behalf of the City of Celina, Texas
(solely in its capacity as Dissemination Agent)

By: _____

Title: _____

cc: City of Celina, Texas

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

EXHIBIT B

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

ANNUAL FINANCIAL INFORMATION*

Delivery Date: _____, 20___

CUSIP Nos: [Insert CUSIP Nos]

DISSEMINATION AGENT

Name: _____
Address: _____
City: _____
Telephone: _____
Contact Person _____

Section 4(a)(i)(A)

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

Section 4(a)(i)(B)

INVESTMENTS

Fund/Account Name	Investment Description	Par Value	Book Value	Market Value

* Excluding Audited Financial Statements of the Issuer

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Section 4(a)(i)(A)

BALANCE OF FUNDS AND ACCOUNTS SECURING THE BONDS

Bonds (Principal Balance)	_____
Funds and Accounts [list]	_____
TOTAL ASSETS	_____

Form of Accounting ☐ Cash ☐ Accrual ☐ Modified Accrual

Section 4(a)(ii)(A)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR

Debt Service Requirements on the Bonds

Year Ending (September 30)	Principal	Interest	Total

Top Assessment Payers in Improvement Area #1[(1)]

Property Owner	No. of Parcels/Lots	Percentage of Parcels/Lots	Outstanding Assessments	Percentage of Total Assessments

[(1)] Does not include those owing less than one percent (1%) of total Assessments.

Assessed Value of the Improvement Area #1 of the District

The [YEAR] certified total assessed value for the land in the Improvement Area #1 of the District is approximately $[AMOUNT] according to the Collin Central Appraisal District.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Section 4(a)(ii)(B)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR AND AS OF FEBRUARY 1 OF THE NEXT SUCCEEDING YEAR

Foreclosure History Related to the Assessments

Time Period	Parcels in Foreclosure Proceedings	Delinquent Improvement Area #1 Assessment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
[FISCAL YEAR END]		$		$
[FEB. 1 OF CURRENT YEAR][1]		$		$

[1] As of February 1, 20__.

Collection and Delinquency History of Assessments

Time Period	Total Improvement Area #1 Assessment Levied	Parcels Levied[1]	Delinquent Amount as of 2/1	Delinquent % as of 2/1	Delinquent Amount as of 8/1	Delinquent % as of 8/1	Total Assessments Collected[2]
[FISCAL YEAR END]	$		$	%	$	%	$
[FEB 1. OF CURRENT YEAR][3]	$		$	%	N/A	N/A	$

[1] Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

[2] [Does/does not] include interest and penalties.

[3] Collected as of February 1, 20__.

History of Prepayment of Assessments

Time Period	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
[FISCAL YEAR END]		$		$
[FEB. 1 OF CURRENT YEAR][1]		$		$

[1] As of February 1, 20__.

ITEMS REQUIRED BY SECTION 4(a)(iii) - (vi)

[Insert a line item for each applicable listing]

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

EXHIBIT C

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]

Date	Delinquency Clock (Days)	Activity
January 31		Assessments are due.
February 1	1	Assessments delinquent if not received. Upon receipt but no later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. **If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Dissemination Agent should be immediately notified in writing**. Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September.
March 1	28/29	Issuer and/or Administrator should be aware of actual and specific delinquencies. Trustee pays bond interest payments to Owners. Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of draw on the Reserve Fund and, following receipt of

[1] Illustrates anticipated dates and procedures for pursuing the collection of delinquent Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33 and 34, Texas Tax Code, as amended (the "Code"), and the County Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

		such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.
April 1	**59/60**	At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure delinquency. **For properties delinquent by more than one year or if the delinquency exceeds $10,000 the matter will be referred for commencement of foreclosure, in accordance with the County Tax/Assessor Collector's procedures.** **If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of the Bond Fund such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties, in accordance with the County Tax/Assessor Collector's procedures.**
July 1	**152/153**	Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments, in accordance with the County Tax/Assessor Collector's procedures. **Issuer and/or Administrator to notify Dissemination Agent in writing for disclosure to MSRB of all delinquencies.** **Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent in writing of the commencement of preliminary foreclosure activity.** If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer. If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

		if instructed by the Owners under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
August 15	197/198	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those Owners who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198).
		Foreclosure action to be filed with the court.
		Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Owners.
		If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than 25% of the Owners may request a meeting with the City Manager or Director of Finance to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 30 if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed 5%, Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Special Assessments.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

EXHIBIT D

CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

THIS TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this "Agreement"), dated as of March 14, 2023, is by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality of the State of Texas (the "City"), and **CCD – TEN MILE CREEK, LLC**, a Texas limited liability company, (the "Developer").

ARTICLE I
DEFINITIONS

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

"Act" means the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended.

"Actual Costs" means the costs of the Improvement Area #1 Projects actually paid or incurred for construction and installation of the Improvement Area #1 Projects in accordance with the Service and Assessment Plan.

"Administrator" means, initially, MuniCap, Inc., or any other individual or entity designated by the City to administer the District.

"Annual Service Plan Update" means the annual update to the Service and Assessment Plan conducted by the Administrator pursuant to the Service and Assessment Plan.

"Authorized Improvements" means improvements authorized by Section 372.003 of the Act.

"Bond Ordinance" means the ordinance adopted by the City Council on March 14, 2023 authorizing the issuance of the Bonds pursuant to the Indenture.

"Bonds" means the City's bonds designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project)".

"Budgeted Costs" means the anticipated, agreed upon costs of the Improvement Area #1 Projects as shown in Section III of the Service and Assessment Plan.

"Certification for Payment" means a certificate, substantially in the form of **Exhibit B** hereto or otherwise agreed to by the Developer, the Administrator and the City Representative,

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executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative, provided no more frequently than once per each month to the City Representative and the Trustee, specifying the amount of work performed and the amount charged for that work, including materials and labor costs, presented to the Trustee to request payment for Actual Costs of Improvement Area #1 Projects under the Indenture.

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

"City Manager" means the City Manager of the City, or its designee.

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

"Closing Disbursement Request" means the certificate, substantially in the form of **Exhibit A** hereto or otherwise mutually agreed to by the Developer, Administrator, and City Representative, executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative, specifying the amounts to be disbursed for the costs related to the creation of the District and the costs of issuance of the Bonds.

"Construction Contracts" means the contracts for the construction of an Improvement Area #1 Project. "Construction Contract" means any one of the Construction Contracts.

"Costs" means the Budgeted Costs or the Actual Costs of an Improvement Area #1 Project as reflected in a Construction Contract, if greater than the Budgeted Costs.

"Costs of Issuance Account" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Cost Overrun" means, with respect to each Improvement Area #1 Project, the Actual Cost, as appropriate, of such Improvement Area #1 Project in excess of the Budgeted Cost.

"Developer Improvement Account" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Development Agreement" means that certain Development Agreement (Belknap Tract) by and between the City and CCD – Coit Land, LLC, approved by the City on September 14, 2021, as partially assigned to the Developer, and as the same may be amended from time to time.

"District" shall mean the Ten Mile Creek Public Improvement District created March 15, 2022.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

"Final Completion" means completion of an Improvement Area #1 Project in compliance with existing City standards for dedication under the City's ordinances and the Development Agreement.

"Improvement Area #1" means the initial improvement area to be developed and generally shown in Appendix A to the Service and Assessment Plan, as specifically depicted and described as the sum of all parcels shown in Appendix H to the Service and Assessment Plan.

"Improvement Area #1 Improvements" mean the Authorized Improvements which only benefit Improvement Area #1, which are described in Section III.C of the Service and Assessment Plan.

"Improvement Area #1 Improvements Account" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"Improvement Area #1 Major Improvements Account" means the account of such name in the Project Fund created under Section 6.1 of the Indenture.

"**Improvement Area #1 Projects**" mean (i) the pro rata portion of the Major Improvements allocable to Improvement Area #1, and (ii) the Improvement Area #1 Improvements.

"Indenture" means that certain Indenture of Trust between the City and U.S. Bank Trust Company, National Association, as trustee, dated as of April 1, 2023 relating to the Bonds.

"Major Improvements" means the Authorized Improvements which benefit all of the property within the District and as described in Section III.B of the Service and Assessment Plan.

"Plans" means the plans, specifications, schedules and related construction contracts for the Improvement Area #1 Projects, respectively, approved pursuant to the applicable standards, ordinances, procedures, policies and directives of the City, the Development Agreement, and any other applicable governmental entity.

"Project Fund" means the fund, including the accounts created and established under such fund, where monies from the proceeds of the sale of the Bonds and funds received from the Developer, excluding those deposited in other funds in accordance with the Indenture, shall be deposited, and the fund by such name created under the Indenture.

"Reimbursement Agreement" means the Ten Mile Creek Public Improvement District Improvement Area #1 Reimbursement Agreement dated as of March 14, 2023, by and between the City and the Developer providing for the construction and financing of certain Improvement

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Area #1 Projects by the Developer for which the Developer is expected to later be reimbursed by the City pursuant to the Act.

"Service and Assessment Plan" means the Ten Mile Creek Public Improvement District Service and Assessment Plan adopted by a City ordinance on March 14, 2023 by the City Council, prepared pursuant to the Act.

"Substantial Completion" means the time at which the construction of an Improvement Area #1 Project (or specified segment, section or part thereof) has progressed to the point where such Improvement Area #1 Project (or a specified segment, section or part thereof) is sufficiently complete in accordance with the Construction Contracts related thereto so that such Improvement Area #1 Project (or a specified segment, section or part thereof) can be utilized for the purposes for which it is intended.

ARTICLE II
RECITALS

Section 2.01. The District and the Improvement Area #1 Projects.

(a) The City has created the District under the Act for the financing of, among other things, the acquisition, construction and installation of the Improvement Area #1 Projects.

(b) The City has authorized the issuance of the Bonds in accordance with the provisions of the Act, the Bond Ordinance and the Indenture, the proceeds of which Bonds shall be used, in part, to finance all or a portion of the Improvement Area #1 Projects in accordance with the terms and limitations of the Indenture, the Development Agreement, this Agreement, and the Service and Assessment Plan.

(c) It is anticipated (but not required) that there shall be two bond issues, the Bonds currently being issued and a subsequent issuance of bonds that are anticipated to be issued after some or all of the Improvement Area #1 Projects are constructed (the "Improvement Area #1B Bonds"). Concurrently with the issuance of the Bonds, the Developer and the City have entered into the Reimbursement Agreement to provide for the construction and financing of certain Improvement Area #1 Projects prior to the issuance of the Improvement Area #1B Bonds.

(d) All Improvement Area #1 Projects are eligible to be financed with proceeds of the Bonds, and/or the Improvement Area #1B Bonds and amounts contributed by the Developer under the Reimbursement Agreement to the extent specified herein.

(e) The proceeds from the issuance and sale of the Bonds and funds received from the Developer concurrently with the closing of the Bonds shall be deposited in accordance with the Indenture.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

(f) The Developer will undertake, oversee, or ensure the construction and development of the Improvement Area #1 Projects for acquisition and acceptance by the City, in accordance with the terms and conditions contained in the Development Agreement and this Agreement.

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

ARTICLE III
FUNDING

Section 3.01. Bonds.

(a) The City, in connection with this Agreement, is proceeding with the issuance and delivery of the Bonds.

(b) The projects to be financed in part with the proceeds of the Bonds are the Improvement Area #1 Projects. The payment of Costs from the proceeds of the Bonds for such Improvement Area #1 Projects shall be made from the Improvement Area #1 Improvements Account of the Project Fund and the Improvement Area #1 Major Improvements Account of the Project Fund established under the Indenture. The payment of Costs of the Improvement Area #1 Projects from the Development Improvement Account of the Project Fund established under the Indenture shall be made in accordance with the provisions of Section 5.03 hereof and the terms of the Indenture.

(c) The City's obligation with respect to the payment of the Improvement Area #1 Projects shall be limited to the lesser of the Actual Costs or Budgeted Costs, and shall be payable solely from amounts on deposit for the payment of such Costs as provided herein and in the Indenture. The Developer agrees and acknowledges that it is responsible for all Cost Overruns and all expenses related to the Improvement Area #1 Projects, qualified, however, by the distribution of Cost Underrun (as defined in Section 4.04 hereof) monies, as detailed in Section 4.04.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment.

(e) The Developer acknowledges that any lack of availability of amounts in the funds or accounts established in the Indenture to pay the Costs of the Improvement Area #1 Projects shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Improvement Area #1 Projects required by this Agreement, the Development

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Agreement, or any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject.

(f) The Developer acknowledges that as a result of the anticipation (but without guarantee) that the bonds are being issued in two series, some funds may not be immediately available for reimbursement for Actual Costs submitted and approved with an approved Certification for Payment. Both parties acknowledge that these remaining amounts will be disbursed, to the extent of available monies in the Project Fund or Reimbursement Fund, as applicable under the terms of the Indenture, this Agreement, and the Reimbursement Agreement, as money is deposited into the Project Fund or Reimbursement Fund for the payment of such Actual Costs.

Section 3.02 Accounts. All disbursements from the Improvement Area #1 Improvements Account of the Project Fund, the Improvement Area #1 Major Improvements Account of the Project Fund, and the Developer Improvement Account of the Project Fund shall be made by the City in accordance with provisions of the Development Agreement, the Service and Assessment Plan, this Agreement, and the Indenture.

ARTICLE IV
CONSTRUCTION OF THE IMPROVEMENT AREA #1 PROJECTS

Section 4.01. Duty of Developer to Construct.

(a) All Improvement Area #1 Projects shall be constructed by or at the direction of the Developer in accordance with the Plans and in accordance with this Agreement and the Development Agreement. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Improvement Area #1 Projects in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Improvement Area #1 Projects, to be acquired and accepted by the City, from the Developer as provided in this Agreement.

(b) The Developer shall not be relieved of its obligation to construct or cause to be constructed each Improvement Area #1 Project and, upon completion, inspection, and acceptance, convey each such Improvement Area #1 Project to the City, in accordance with the terms hereof, even if there are insufficient funds in the Project Fund or other funds or account created under the Indenture to pay the Actual Costs thereof. In any event, this Agreement shall not affect any

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obligation of the Developer under any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject, with respect to the Improvement Area #1 Projects required in connection with the development of the land within the District.

Section 4.02. No Competitive Bidding. The Improvement Area #1 Projects shall not require competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code, as amended.

Section 4.03. Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City with respect to the Improvement Area #1 Projects.

Section 4.04. Remaining Funds After Completion of an Improvement Area #1 Project. Upon the Final Completion of an Improvement Area #1 Project and payment of all outstanding invoices for such Improvement Area #1 Project, if the Actual Cost of such Improvement Area #1 Project is less than the Budgeted Cost of such Improvement Area #1 Project (a "Cost Underrun"), any remaining Budgeted Cost may be made available to pay Cost Overruns on any other Improvement Area #1 Project. The City shall promptly confirm to the Administrator that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator and the City Representative will agree how to use such moneys to secure the payment and performance of the work for other Improvement Area #1 Projects and shall include this update in the next Annual Service Plan Update. Any Cost Underrun for any Improvement Area #1 Project is available to pay Cost Overruns on any other Improvement Area #1 Project.

Section 4.05. Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as "change orders") required for the construction of the Improvement Area #1 Projects. Developer or its contractors may approve and implement any change orders, even if such change order would increase the Cost of an Improvement Area #1 Project, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such change orders except to the extent amounts are available pursuant to Section 4.04. If any change order is for work that requires changes to be made by an engineer to the construction and design documents and plans previously approved under Section 4.01, then such revisions made by an engineer must be submitted to the City for approval by the City's engineer prior to execution of the change order.

ARTICLE V
ACQUISITION, CONSTRUCTION, AND PAYMENT

Section 5.01. Payment Requests for Disbursements at Closing. In order to receive the disbursement from the Costs of Issuance Account of the Project Fund, the Improvement Area #1 Improvements Account of the Project Fund, or the Improvement Area #1 Major Improvements

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Account of the Project Fund at closing of the Bonds related to costs of issuance of the Bonds or costs incurred in the creation of the District, the Developer shall execute a Closing Disbursement Request, substantially in the form of **Exhibit A** hereto or otherwise acceptable and agreed to by the City, to be delivered to the City no less than five (5) business days prior to the scheduled Closing Date for the Bonds for payment in accordance with the provisions of the Indenture. In order to receive the disbursement for an Improvement Area #1 Project from the Improvement Area #1 Improvements Account of the Project Fund, the Improvement Area #1 Major Improvements Account of the Project Fund, or the Developer Improvement Account of the Project Fund at closing of the Bonds, the Developer shall execute a Certification for Payment, substantially in the form of **Exhibit B** hereto or otherwise agreed to by the City, to be delivered to the City no later than five (5) business days prior to the scheduled Closing Date for the Bonds for payment in accordance with the provisions of the Indenture. Upon approval by the City, the City shall submit a Closing Disbursement Request or a Certification for Payment, as applicable, to the Trustee for disbursement to be made from the Costs of Issuance Account of the Project Fund, the Improvement Area #1 Improvements Account of the Project Fund, the Improvement Area #1 Major Improvements Account of the Project Fund, or the Developer Improvement Account of the Project Fund, as applicable.

Section 5.02. Certification for Payment for an Improvement Area #1 Project.

(a) No payment hereunder shall be made from the Project Fund to the Developer for work on an Improvement Area #1 Project until a Certification for Payment is received from the Developer. Upon receipt of a Certification for Payment substantially in the form of **Exhibit B** hereto (and all accompanying documentation required by the City) from the Developer, the City Inspector shall conduct a review in order to confirm that such request is complete, that the work with respect to such Improvement Area #1 Project identified therein for which payment is requested was completed in accordance with all applicable governmental laws, rules and regulations and applicable Plans therefor and with the terms of this Agreement, the Development Agreement, and to verify and approve the Actual Cost of such work specified in such Certification for Payment (collectively, the "Developer Compliance Requirements"). The City Inspector and/or the City Representative shall also conduct such review as is required in his discretion to confirm the matters certified in the Certification for Payment. The Developer agrees to cooperate with the City Inspector and/or City Representative in conducting each such review and to provide the City Inspector and/or City Representative with such additional information and documentation as is reasonably necessary for the City Inspector and/or City Representative to conclude each such review.

(b) Within fifteen (15) business days of receipt of any Certification for Payment, the City Representative shall either (i) approve and execute the Certification for Payment and forward the same to the Administrator for approval and delivery to the Trustee for payment to the Developer in accordance with Section 5.03(a) hereof or (ii) in the event the City Representative

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

disapproves the Certification for Payment, give written notification to the Developer of the City Representative's disapproval, in whole or in part, of such Certification for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certification for Payment. If a Certification for Payment seeking reimbursement is approved only in part, the City Representative shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the Administrator for approval in accordance with Section 5.03 hereof and delivery to the Developer in accordance with Section 5.02(c) hereof, and any such partial work shall be processed for payment under Section 5.03 notwithstanding such partial denial.

(c) If the City Representative denies the Certification for Payment, the denial must be in writing, stating the reason(s) for denial. The denial may be appealed to the City Council by the Developer in writing within thirty (30) days of being denied by the City Representative. Denial of the Certification for Payment by the City Council shall be attempted to be resolved by half-day mediation between the parties in the event an agreement is not otherwise reached by the parties, with the mediator's fee being paid by Developer. The Certification for Payment shall not be forwarded to the Trustee for payment until the dispute is resolved by the City and the Developer.

(d) The Developer shall deliver the approved or partially approved Certification for Payment to the Trustee for payment and the Trustee shall make such payment from the Project Fund in accordance with Section 5.03 below.

Section 5.03. Payment for Improvement Area #1 Project.

(a) Upon receipt of a reviewed and approved Certification for Payment, the Trustee shall make payment from the following funds: (1) first, from the Improvement Area #1 Improvements Account of the Project Fund or the Improvement Area #1 Major Improvements Account of the Project Fund, as applicable; and then (2) second, from the Developer Improvement Account of the Project Fund and designated in the Certification for Payment pursuant to the terms of the Certification for Payment and the Indenture in an amount not to exceed the Budgeted Cost for the particular Improvement Area #1 Project, unless a Cost Overrun amount has been approved for a particular Improvement Area #1 Project. If a Cost Overrun amount has been approved, then the amount reimbursed shall not exceed the Budgeted Amount plus the approved Cost Overrun amount.

(b) Approved Certifications for Payment that await reimbursement shall not accrue interest.

(c) Notwithstanding any other provisions of this Agreement, when payment is made, the Trustee shall make payment directly to the general contractor or supplier of materials or services or jointly to Developer (or any permitted assignee of such Developer) and the general contractor or supplier of materials or services, as indicated in an approved Certification for

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Payment, out of available and appropriate funds in the Project Fund. If the request for payment results in ninety percent (90%) or more of the Budgeted Costs for such Improvement Area #1 Project identified in such request for payment being paid, then Trustee shall hold the payment until work with respect to that Improvement Area #1 Project has been completed and accepted by the City. If an unconditional lien release related to the items referenced in the Certification for Payment is attached to such Certification for Payment, the Trustee shall make such payment to the Developer or any permitted assignee of the Developer. In the event the Developer provides a general contractor's or supplier of materials' unconditional lien release for a portion of the work covered by a Certification for Payment, the Trustee will make such payment directly to the Developer or any permitted assignee of the Developer to the extent of such lien release.

(d) Withholding Payments.

Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto, including the withholding of any payment that may be associated with the exercise of such remedy, so long as such delay in performance shall not subject the Improvement Area #1 Project to foreclosure, forfeiture, or sale. In the event that any such mechanics or materialman's lien and/or judgment with respect to any Improvement Area #1 Project is contested, the Developer shall post or cause delivery of a surety bond in the amount determined by the City or City may decline to accept the Improvement Area #1 Projects until such mechanics or materialman's lien and/or judgment is satisfied.

ARTICLE VI
OWNERSHIP AND TRANSFER OF IMPROVEMENT AREA #1 PROJECT

Section 6.01. Improvement Area #1 Project to be Owned by the City– Title Evidence. If required by the City, the Developer shall furnish to the City a preliminary title report for land with respect to an Improvement Area #1 Project to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City for review and approval at least thirty (30) calendar days prior to the transfer of title of an Improvement Area #1 Project to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's clean title or use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the Improvement Area #1 Project until the Developer has cured such objections to title to the satisfaction of the City.

Section 6.02. Improvement Area #1 Project Constructed on City Land or Developer Land. If the Improvement Area #1 Project is on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance

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pending acquisition and acceptance) of the Improvement Area #1 Project. If the Improvement Area #1 Project is on land owned by the Developer, the Developer hereby grants to the City an easement to enter upon such land for purposes related to inspection and maintenance (pending acquisition and acceptance) of the Improvement Area #1 Project. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Improvement Area #1 Project as required by the Development Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Improvement Area #1 Project. The provisions for inspection and acceptance of such Improvement Area #1 Project otherwise provided herein shall apply.

ARTICLE VII
REPRESENTATIONS, WARRANTIES AND COVENANTS

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

(a) Organization. The Developer is a limited liability company duly formed, organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to fulfill its obligations in this Agreement and the Development Agreement and to carry on its business in the State of Texas as now being conducted as hereby contemplated.

(b) Authority. The Developer has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developer.

(c) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Law. The Developer shall not commit, suffer or permit any act to be done in, upon or to the lands in the District or the Improvement Area #1 Projects in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Improvement Area #1 Projects.

(e) Requests for Payment. The Developer represents and warrants that (i) it will not request payment from the Project Fund for the acquisition construction or installation of any improvements that are not part of the Costs associated with the Improvement Area #1 Projects, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Certification for Payments.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

(f) Financial Records. For a period of two years after completion of the Improvement Area #1 Projects, the Developer covenants to maintain proper books of record and account for the construction of the Improvement Area #1 Projects and all Costs related thereto. Such accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agents at any reasonable time during regular business hours on reasonable notice.

(g) Plans. The Developer represents that it has obtained or will obtain approval of the Plans from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Developer further agrees that, subject to the terms hereof, the Improvement Area #1 Projects have been or will be constructed in full compliance with such Plans and any change orders thereto consistent with the Act, this Agreement and the Development Agreement. Developer shall provide as-built plans for all Improvement Area #1 Projects to the City.

(h) Additional Information. The Developer agrees to cooperate with all reasonable written requests for nonproprietary information by the initial purchaser of the Bonds, the City Manager and the City Representative related to the status of construction of the Improvement Area #1 Projects within the District, the anticipated completion dates for future improvements and any other matter that the initial purchaser of the Bonds or City Representative deems material to the investment quality of the Bonds.

(i) Continuing Disclosure Agreement. The Developer agrees to provide the information required pursuant to the Continuing Disclosure Agreement of the Developer executed by the Developer in connection with the Bonds.

(j) Tax Certificate. The City will deliver a certificate relating to the Bonds (such certificate, as it may be amended and supplemented from time to time, being referred to herein as the "Tax Certificate") containing covenants and agreements designed to satisfy the requirements of 26 U.S. Code Sections 103 and 141 through 150, inclusive, and the federal income tax regulations issued thereunder relating to the use of the proceeds of the Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Bonds within the meaning of 26 U.S. Code Section 148 (collectively, "Bond Proceeds").

The Developer covenants to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developer further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the Bonds and will be, to the best of the knowledge of the officers of the Developer providing such facts and estimates, true, correct and complete as of that date, and (ii) the Developer will make reasonable inquires to ensure such truth, correctness and completeness. The Developer covenants that it will not make, or (to the extent that it exercises

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

control or direction) permit to be made, any use or investment of the Bond Proceeds (including, but not limited to, the use of the Improvement Area #1 Projects) that would cause any of the covenants or agreements of the City contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the Bonds for federal income tax purposes.

(k) Financial Resources. The Developer represents and warrants that it has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement, the Service and Assessment Plan and the Development Agreement.

Section 7.02. Indemnification and Hold Harmless. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY INSPECTOR, THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING, AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE IMPROVEMENT AREA #1 PROJECTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE IMPROVEMENT AREA #1 PROJECTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE IMPROVEMENT AREA #1 PROJECTS; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, REGARDING OR RELATED TO THE IMPROVEMENT AREA #1 PROJECTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE IMPROVEMENT AREA #1 PROJECTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE SOLE OR PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY, DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES, PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 7.02 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

Section 7.03. Use of Monies by City; Changes to Indenture. The City agrees not to take any action or direct the Trustee to take any action to expend, disburse or encumber the monies held in the Project Fund and any monies to be transferred thereto for any purpose other than the purposes permitted by the Indenture. Prior to the acceptance of all the Improvement Area #1 Projects, the City agrees not to modify or supplement the Indenture without the approval of the Developer if as a result or as a consequence of such modification or supplement: (a) the amount of monies that would otherwise have been available under the Indenture for disbursement for the Costs of the Improvement Area #1 Projects is reduced, delayed or deferred, (b) the obligations or liabilities of the Developer is or may be substantially increased or otherwise adversely affected in any manner, or (c) the rights of the Developer is or may be modified, limited, restricted or otherwise substantially adversely affected in any manner.

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

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

ARTICLE VIII
TERMINATION

Section 8.01. Mutual Consent. This Agreement may be terminated by the mutual, written consent of the City and the Developer, in which event the City may either execute contracts for or perform any remaining work related to the Improvement Area #1 Projects not accepted by the City or other appropriate entity and use all or any portion of funds on deposit in the Project Fund or other amounts transferred to the Project Fund under the terms of the Indenture to pay for same, and the Developer shall have no claim or right to any further payments for the Costs of an Improvement Area #1 Project hereunder, except as otherwise may be provided in such written consent.

Section 8.02. City's Election for Cause.

(a) The City, upon notice to Developer and the passage of the cure period identified in subsection (b) below, may terminate this Agreement, without the consent of the Developer if the Developer shall breach any material covenant or default in the performance of any material obligation hereunder.

(b) If any such event described in Section 8.02(a) occurs, the City shall give written notice of its knowledge of such event to the Developer, and the Developer agrees to promptly meet and confer with the City Inspector and other appropriate City staff and consultants as to options available to assure timely completion, subject to the terms of this Agreement, of the Improvement Area #1 Projects. Such options may include, but not be limited to, the termination of this Agreement by the City. If the City elects to terminate this Agreement, the City shall first notify the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice) of the grounds for such termination and allow the Developer a minimum of 45 days to eliminate or to mitigate to the satisfaction of the City the grounds for such termination. Such period may be extended, at the sole discretion of the City, if the Developer, to the reasonable satisfaction of the City, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), as determined reasonably by the City, the Developer has not eliminated or completely mitigated such grounds to the satisfaction of the City, the City may then terminate this Agreement. In the event of the termination of this Agreement, the Developer is entitled to payment for work accepted by the City related to an Improvement Area #1 Project only as provided for under the terms of the Indenture and this Agreement prior to the termination date of this Agreement. Notwithstanding the foregoing, so long as the Developer has breached any material covenant or defaulted in the performance of any material obligation hereunder, notice of which has been given by the City to the Developer, and such event has not been cured or otherwise eliminated by the Developer, the City may in its discretion cause the Trustee to cease making payments for the Actual Costs of Improvement Area #1 Projects, provided that the Developer shall receive payment of the Actual

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Costs of any Improvement Area #1 Projects that were accepted by the City at the time of the occurrence of such breach or default by the Developer upon submission of the documents and compliance with the other applicable requirements of this Agreement.

(c) If this Agreement is terminated by the City for cause, the City may either execute contracts for or perform any remaining work related to the Improvement Area #1 Projects not accepted by the City and use all or any portion of the funds on deposit in the Project Fund or other amounts transferred to the Project Fund and the Developer shall have no claim or right to any further payments for the Improvement Area #1 Projects hereunder, except as otherwise may be provided upon the mutual written consent of the City and the Developer or as provided for in the Reimbursement Agreement. The City shall have no obligation to perform any work related to an Improvement Area #1 Project or to incur any expense or cost in excess of the remaining balance of the Project Fund.

Section 8.03. Termination Upon Redemption or Defeasance of Bonds. This Agreement will terminate automatically and with no further action by the City or the Developer upon the redemption or defeasance of all outstanding Bonds (including any refunding bonds issued to refund the Bonds) issued under the Indenture.

Section 8.04. Construction of the Improvement Area #1 Projects Upon Termination of this Agreement. Notwithstanding anything to the contrary contained herein, upon the termination of this Agreement pursuant to this Article VIII, the Developer shall perform its obligations with respect to the Improvement Area #1 Projects in accordance with this Agreement and the Development Agreement.

Section 8.05. Force Majeure. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to work in progress by casualty or by other cause beyond the reasonable control of the party (financial inability excepted) ("Force Majeure"), then the specified time for performance shall be extended by the amount of the delay actually so caused. The extension of time to perform allowed by this Section 8.05 shall not apply unless, upon the occurrence of an event of Force Majeure, the party needing additional time to perform notifies the other party of the event of Force Majeure and the amount of additional time reasonably required within ten (10) business days of the occurrence of the event of Force Majeure.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Limited Liability of City. The Developer agrees that any and all obligations of the City arising out of or related to this Agreement are special obligations of the City, and the

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City's obligations to make any payments hereunder are restricted entirely to the moneys, if any, in the Project Fund and from no other source. Neither the City, the City Inspector, City Representative nor any other City employee, officer, official or agent shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 9.02. Audit. The City Inspector, City Representative or a finance officer of the City shall have the right, during normal business hours and upon the giving of three business days' prior written notice to a Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Improvement Area #1 Projects and any bids taken or received for the construction thereof or materials therefor.

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

To the City:	Attn: City Manager City of Celina, Texas 142 N. Ohio Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer, Fort, & McDonald PLLC 6371 Preston Road, Suite 200 Frisco, TX 75034
And to:	Attn: Bond Counsel Robert Dransfield Norton Rose Fulbright US LLP 2200 Ross Avenue, Suite 3600 Dallas, Texas 75201-7932

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

To the Developer: Attn: Brian Cramer and Larry Corson
CCD – Ten Mile Creek, LLC
4925 Greenville Avenue, Suite 604
Dallas, Texas 75206

With a copy to: Attn: Drew Slone
Locke Lord LLP
2200 Ross Avenue
Suite 2800
Dallas, Texas 75201

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

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

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

Section 9.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Any receivables due under this Agreement may be assigned by the Developer without the consent of, but upon written notice to the City pursuant to Section 9.03 of this Agreement. The obligations, requirements, or covenants of this Agreement shall be able to be assigned to an affiliate or related entity of the Developer, or any lien holder on the Property, without prior written consent of the City. The obligations, requirements, or covenants of this Agreement shall not be assigned by the Developer to a non-affiliate or non-related entity of the Developer without prior written consent of the City Manager, except pursuant to a collateral assignment to any person or entity providing construction financing to the Developer for an Improvement Area #1 Project, provided such person or entity expressly agrees to assume all obligations of the Developer hereunder if there is a default under such financing and such Person elects to complete the Improvement Area #1 Project. No such assignment shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. In connection with any consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee's express assumption of all obligations of the Developer hereunder and/or upon any other reasonable factor which the City deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned. The City may assign by a

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

separate writing certain rights as described in this Agreement and in the Indenture, to the Trustee and the Developer hereby consents to such assignment.

Section 9.06. Other Agreements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the District. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, ordinances or subdivision requirements relating to the development of the lands in the District, including the applicable Construction Contracts and the Development Agreement. To the extent there is a conflict between this Agreement and the Development Agreement, the Development Agreement shall control. To the extent there is a conflict between this Agreement and the Indenture, the Indenture shall control.

Section 9.07. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by any other party, or the failure by a party to exercise its rights upon the default of any other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

Section 9.08. Merger. No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Agreement shall be binding.

Section 9.09. Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City or the Developer shall be for the sole and exclusive benefit of the City and the Developer.

Section 9.10. Amendment. This Agreement may be amended upon agreement of the parties, from time to time in a manner consistent with the Act, the Indenture, and the Bond Ordinance by written supplement hereto and executed in counterparts, each of which shall be deemed an original.

Section 9.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 9.12. Effective Date. This Agreement has been dated as of the date first above written solely for the purpose of convenience of reference and shall become effective upon its execution and delivery, on the Closing Date of the Bonds, by the parties hereto. All representations and warranties set forth therein shall be deemed to have been made on the Closing Date of the Bonds.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Section 9.13. Term. The term of this Agreement, other than the provisions contained in Section 7.02, which shall survive the termination of this Agreement, shall be thirty (30) years or until all amounts under the Reimbursement Agreement have been paid or the Reimbursement Agreement has otherwise terminated in accordance with its terms and upon redemption or defeasance of the Bonds (including any refunding bonds issued to refund the Bonds) issued under the Indenture. If the Developer defaults under this Agreement, the Reimbursement Agreement, or the Development Agreement, this Agreement, the Reimbursement Agreement and the Development Agreement shall not terminate with respect to the Costs of the Improvement Area #1 Projects that have been approved by the City pursuant to a Certification for Payment prior to the date of default.

Section 9.14 No Waiver of Powers or Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights except as necessary to allow Developer to enforce its remedies under this Agreement.

Section 9.15. No Boycott Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 9.16. Not a Listed Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any,

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that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Section 9.17. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Section 9.18. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill),

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(A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

[Execution pages follow.]

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of March 14, 2023.

CITY OF CELINA, TEXAS

By: _____
Name: Jason Laumer
Title: City Manager

ATTEST:

_____
Name: Lauren Vaughns
Title: City Secretary

(City Seal)

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

DEVELOPER:

CCD – TEN MILE CREEK, LLC,
a Texas limited liability company

By:_____
Name:_____
Title: _____

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Exhibit A

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for CCD – Ten Mile Creek, LLC, (the "Developer") and requests payment from:

[the Costs of Issuance Account of the Project Fund][the Improvement Area #1 Improvements Account of the Project Fund][the Improvement Area #1 Major Improvements Account of the Project Fund] (as defined in the Ten Mile Creek Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement) from U.S. Bank Trust Company, National Association, (the "Trustee") in the amount of _____DOLLARS ($_____) for costs incurred in the establishment, administration, and operation of the Ten Mile Creek Public Improvement District (the "District"), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

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

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the above itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Ten Mile Creek Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, the Development Agreement, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture (as defined in the Ten Mile Creek Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement) for the payment hereby requested have been satisfied.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

a. X amount to Person or Account Y for Z goods or services.

b. Etc.

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

CCD – TEN MILE CREEK, LLC

By: _____

Name: _____

Title: _____

Date: _____

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the Costs of Issuance Account of the Project Fund, the Improvement Area #1 Improvements Account of the Project Fund, and/ or the Improvement Area #1 Major Improvements Account of the Project Fund, as applicable, upon delivery of the Bonds. The City's approval of the Closing Disbursement Request shall not have the effect of estopping or preventing the City from asserting claims under the Ten Mile Creek Public Improvement District Improvement Area #1 Construction, Funding and Acquisition Agreement, the Development Agreement, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in an Improvement Area #1 Project.

CITY OF CELINA, TEXAS

By: _____

Name: _____
Title: _____
Date: _____

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Exhibit B

CERTIFICATION FOR PAYMENT FORM – IMPROVEMENT AREA #1 PROJECTS

CERTIFICATION FOR PAYMENT NO. _____

The undersigned is a lawfully authorized representative for CCD – Ten Mile Creek, LLC, (the "Developer") and requests payment from the [Improvement Area #1 Improvements Account of the Project Fund] [Improvement Area #1 Major Improvements Account of the Project Fund] [Developer Improvement Account of the Project Fund] from U.S. Bank Trust Company, National Association (the "Trustee") in the amount of _____ for labor, materials, fees, and/or other general costs related to the construction and installation of the following Improvement Area #1 Projects related to the Ten Mile Creek Public Improvement District:

[insert specific Improvement Area #1 Project this request is for here]

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Ten Mile Creek Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement.

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

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced Improvement Area #1 Project(s) has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The itemized amounts listed for the Improvement Area #1 Project(s) below is a true and accurate representation of the Actual Costs incurred by Developer with the construction and installation of said Improvement Area #1 Project(s) identified above, and such costs (i) are in compliance with the Ten Mile Creek Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, and (ii) are consistent with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Ten Mile Creek Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, the Development Agreement, and the Service and Assessment Plan.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.

6. The work with respect to the Improvement Area #1 Project(s) identified above (or its completed segment, portion or segment) has been completed and the City has inspected or may begin inspection of the Improvement Area #1 Project(s). If this request for payment results in ninety percent (90%) or more of the Budgeted Costs for the Improvement Area #1 Project(s) identified above being paid, then the work with respect to the Improvement Area #1 Project(s) have been completed and the City has inspected AND accepted the Improvement Area #1 Project(s).

7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

Payee / Description of Improvement Area #1 Project	**Total Cost of Improvement Area #1 Project**	**Budgeted Cost of Improvement Area #1 Project**	**Amount to be paid from the Project Fund**

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

Pursuant to the Ten Mile Creek Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, after receiving this Payment Request, the City is authorized to inspect the Improvement Area #1 Project (or completed segment, portion or segment) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans.

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

CCD – TEN MILE CREEK, LLC

By:_____

Name: _____

Title: _____

Date: _____

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment. After reviewing the Certification for Payment, the City approves the Certification for Payment and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the appropriate Project Fund account. The City's approval of the Certification for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Ten Mile Creek Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, the Development Agreement, the Service and Assessment Plan, any other agreement between the parties or that there is a defect in the Improvement Area #1 Projects.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

EXHIBIT E

REIMBURSEMENT AGREEMENT

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 REIMBURSEMENT AGREEMENT

This Ten Mile Creek Public Improvement District Improvement Area #1 Reimbursement Agreement (this "Reimbursement Agreement") is executed between the City of Celina, Texas (the "City") and CCD - Ten Mile Creek, LLC, a Texas limited liability company (the "Developer") to be effective as of March 14, 2023 (individually referred to as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the *Ten Mile Creek Public Improvement District Service and Assessment Plan*, dated March 14, 2023, as the same may be amended from time to time (the "SAP") as originally approved by an ordinance passed and approved by the City Council of the City (the "City Council") on March 14, 2023 (the "Assessment Ordinance"); and

WHEREAS, on March 15, 2022, the City Council passed and approved Resolution No. 2022-14R (the "Creation Resolution") authorizing the creation of the Ten Mile Creek Public Improvement District (the "District") covering approximately 209.27 acres of land described by metes and bounds attached to said Creation Resolution (the "District Property"); and

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

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

WHEREAS, Improvement Area #1 is the initial phase to be developed, as described in the SAP; and

WHEREAS, on February 14, 2023 the City Council passed and approved a resolution determining, among other things, the estimated costs of the Improvement Area #1 Projects, including costs related to the issuance of the Series 2023 Improvement Area #1 Bonds (defined herein) to be approximately $_____; and

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

WHEREAS, Table III-B of the SAP sets forth the total Budgeted Costs of the Improvement Area #1 Projects, excluding costs related to the Series 2023 Improvement Area #1 Bonds to be $_____ (the "Improvement Area #1 Projects Costs"); and

WHEREAS, in addition to approving the SAP, the Assessment Ordinance levied assessments against property within Improvement Area #1 (the "Improvement Area #1 Assessed Property") for the Improvement Area #1 Projects in accordance with the Improvement Area #1 Assessment Roll attached as Appendix H to the SAP; and

WHEREAS, on March 14, 2023, the City Council adopted an ordinance authorizing the issuance and sale of its "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project)" (the "Series 2023 Improvement Area #1 Bonds") to finance a portion of the Improvement Area #1 Projects Costs; and

WHEREAS, a portion of the Improvement Area #1 Assessment Revenues are dedicated and pledged to secure repayment of the Series 2023 Improvement Area #1 Bonds as provided in the Improvement Area #1 Assessment Roll and the Series 2023 Improvement Area #1 Bonds are secured under the Indenture of Trust, dated April 1, 2023 (the "Series 2023 Improvement Area #1 Bond Indenture") between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"); and

WHEREAS, the Parties have entered into that certain "Ten Mile Creek Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement" dated as of March 14, 2023 (the "Construction Funding Agreement") for the construction of the Improvement Area #1 Projects; and

WHEREAS, the Parties intend for the portion of the Improvement Area #1 Projects Costs that is not financed by the Series 2023 Improvement Area #1 Bonds to be financed under the terms of this Reimbursement Agreement and the Construction Funding Agreement; and

WHEREAS, the City has established a project fund segregated from all other funds of the City (the "Project Fund") for the Improvement Area #1 Projects and has established an "Improvement Area #1 Improvements Account", an "Improvement Area #1 Major Improvements Account" and a "Developer Improvement Account" within such Project Fund under the Series 2023 Improvement Area #1 Bond Indenture; and

WHEREAS, the City has established a fund segregated from all other funds of the City for the deposit of the Improvement Area #1 Assessment Revenues (the "Pledged Revenue Fund") and has established a "Bond Pledged Revenue Account" and a "Developer Reimbursement Pledged Revenue Account" within such Pledged Revenue Fund under the Series 2023 Improvement Area #1 Bond Indenture; and

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

WHEREAS, the City has established a fund segregated from all other funds of the City for the purpose of paying and reimbursing the Developer (the "Reimbursement Fund") for a portion of the costs of the Improvement Area #1 Projects paid from the Developer Improvement Account of the Project Fund under the Series 2023 Improvement Area #1 Bond Indenture; and

WHEREAS, pursuant to the Series 2023 Improvement Area #1 Bond Indenture, amounts deposited in the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund shall be transferred to the Reimbursement Fund pursuant to a completed Reimbursement Payment Request (defined herein) and used solely and exclusively to pay and reimburse the Developer for a portion of the costs of the Improvement Area #1 Projects paid from the Developer Improvement Account of the Project Fund, plus interest, as set forth in this Reimbursement Agreement.

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the "WHEREAS" clauses of this Reimbursement Agreement are true and correct, reflect the intent of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.

2. The City shall cause to be deposited into the Pledged Revenue Fund all Improvement Area #1 Assessment Revenues collected in accordance with the Series 2023 Improvement Area #1 Bond Indenture.

3. Developer shall make, or cause to be made, deposits of $_____ to the Developer Improvement Account of the Project Fund (the "Developer Deposit") on the Closing Date (as defined in the Series 2023 Improvement Area #1 Bond Indenture) of the Series 2023 Improvement Area #1 Bonds. The Improvement Area #1 Projects Costs allocable to the Improvement Area #1 Improvements (the "Improvement Area #1 Improvements Costs") shall be paid first from the Improvement Area #1 Improvements Account of the Project Fund and then from the Developer Improvement Account of the Project Fund in accordance with the Indenture and the Construction Funding Agreement. The Improvement Area #1 Projects Costs allocable to the Improvement Area #1 Major Improvements (the "Improvement Area #1 Major Improvements Costs") shall be paid first from the Improvement Area #1 Major Improvements Account of the Project Fund and then from the Developer Improvement Account of the Project Fund in accordance with the Indenture and the Construction Funding Agreement.

4. Strictly subject to the terms, conditions, and requirements herein and in the Series 2023 Improvement Area #1 Bond Indenture, and solely from the Improvement Area #1 Assessment Revenues as herein provided, the City agrees to pay to the Developer, and

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

the Developer shall be entitled to receive from the City, the amount equal to the Actual Costs of the Improvement Area #1 Projects incurred by the Developer, but not to exceed the Budgeted Costs, of the Improvement Area #1 Projects, as set forth in the SAP, actually paid from the Developer Improvement Account of the Project Fund (the "Reimbursement Amount") plus interest on the unpaid balance in accordance with the terms of this Reimbursement Agreement until September 1, 2053 (the "Maturity Date"); provided, however, the principal amount of the Reimbursement Amount shall not exceed **$**_____. The Reimbursement Amount shall be payable to the Developer solely from: (i) the Improvement Area #1 Assessment Revenues deposited in the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund and transferred to the Reimbursement Fund as provided in Article VI of the Series 2023 Improvement Area #1 Bond Indenture; (ii) the net proceeds (after payment of costs of issuance and reserve fund deposits, including the costs paid or incurred by the City) of one or more series of bonds (the "Future Improvement Area #1 Bonds") issued by the City and secured by the Improvement Area #1 Assessment Revenues; or (iii) a combination of items (i) and (ii) immediately above. The Improvement Area #1 Projects Costs are authorized by the Act and approved by the City Council and represents the Budgeted Costs of the Improvement Area #1 Projects, a portion of which has been assessed against the Improvement Area #1 Assessed Property for the Improvement Area #1 Projects which are eligible public improvements that are being undertaken and financed by the District for the special benefit of the Improvement Area #1 Assessed Property and that upon completion will be dedicated in fee and accepted by the City. The unpaid Reimbursement Amount shall bear simple interest per annum at the rate of (x) ____% for years one through five following the execution of this Reimbursement Agreement, and (y) ____% thereafter, or until Future Improvement Area #1 Bonds are issued, if ever. If any portion of the Reimbursement Amount remains unpaid after the City has elected to sell Future Improvement Area #1 Bonds, the interest paid to the Developer shall be the same as the interest rate on the Future Improvement Area #1 Bonds; provided, however, that such rate shall not exceed _____%. The interest rate has been approved by the City Council and is authorized by the Act and was determined based upon the Bond Buyer Revenue Bond Index published in *The Bond Buyer*, a daily publication that publishes this interest rate index, which the highest average index rate for tax-exempt bonds reported in the previous month was _____%. The interest rate of ___% and ____% contained herein comply with Section 372.023 (e)(1) and Section 372.023 (e)(2) of the Act. Reimbursement to the Developer from the Reimbursement Fund as set forth in this section shall be made pursuant to a completed reimbursement form (the "Reimbursement Payment Request"), as set forth in **Exhibit A** attached hereto.

5. The Reimbursement Amount, plus interest, as described above (collectively, the "Unpaid Balance") is payable to the Developer and secured under this Reimbursement

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Agreement solely as described in paragraph 4 above. Interest shall accrue on the amount withdrawn from the Developer Improvement Account of the Project Fund pursuant to a Certification for Payment (as defined in the Construction Funding Agreement) from the date of each withdrawal until payment from the Reimbursement Fund. The Unpaid Balance shall be payable, if funds are available, as set forth in the Construction Funding Agreement. No other City funds, revenue, taxes, income, or property shall be used even if the Unpaid Balance is not paid in full at the Maturity Date, and the Unpaid Balance is not a debt of the City, within the meaning of Article XI, Section 5, of the Constitution of the State of Texas. Developer further agrees to look solely to the Improvement Area #1 Assessment Revenues, and not the City's general fund or any other revenues, taxes, income, property, or other funds of the City for reimbursement of the Unpaid Balance. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Improvement Area #1 Assessment Revenues and, as a result, is unable to make transfers from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund to the Reimbursement Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement. This Reimbursement Agreement and/or any Future Improvement Area #1 Bonds shall not and shall never give rise to or create:

a. a charge against the general credit or taxing powers of the City or any other taxing unit; or

b. a debt or other obligation of the City payable from any source of revenue, taxes, income, or properties of the City other than from the Developer Improvement Account of the Project Fund, the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund or the Reimbursement Fund as provided in the Series 2023 Improvement Area #1 Bond Indenture or from the net proceeds of any Future Improvement Area #1 Bonds; or

c. any obligation of the City to issue Future Improvement Area #1 Bonds or other obligations; or

d. any obligation of the City to pay any amount due or to become due under this Reimbursement Agreement other than from (i) the Developer Improvement Account of the Project Fund, the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund or the Reimbursement Fund as provided in the Series 2023 Improvement Area #1 Bond Indenture and this Reimbursement Agreement, or (ii) from the net proceeds of any Future Improvement Area #1 Bonds.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

6. Within fifteen (15) business days of receipt of any Reimbursement Payment Request, the City shall either (i) approve and execute the Reimbursement Payment Request and forward the same to the Trustee for payment (from those funds available in the Reimbursement Fund), or (ii) in the event the City disapproves the Reimbursement Payment Request, give written notification to the Developer of the City's disapproval, in whole or in part, of such Reimbursement Payment Request, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Reimbursement Payment Request. If a Reimbursement Payment Request seeking reimbursement is approved only in part, the City shall specify the extent to which the Reimbursement Payment Request is approved and shall deliver such partially approved Reimbursement Payment Request to the Trustee for payment.

7. If Future Improvement Area #1 Bonds are issued, the net proceeds of such Future Improvement Area #1 Bonds shall be used, from time to time, first to pay the Unpaid Balance due to the Developer under this Reimbursement Agreement for the costs of Improvement Area #1 Projects paid from the Developer Improvement Account of the Project Fund and then to pay all or any portion of any Improvement Area #1 Projects Costs. If, after application of the net proceeds of such Future Improvement Area #1 Bonds, any Improvement Area #1 Projects Costs remain unpaid, then the Developer shall pay such cost. If, after application of the net proceeds of any Future Improvement Area #1 Bonds, the Unpaid Balance due the Developer remains unpaid, all payments toward the Unpaid Balance due the Developer shall be paid from (i) amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund under the Series 2023 Improvement Area #1 Bond Indenture, and (ii) amounts deposited into any funds created for such purpose under any supplemental indenture relating to any Future Improvement Area #1 Bonds. Once the principal amount of all Future Improvement Area #1 Bonds plus all payments paid to the Developer under this Reimbursement Agreement equal the Unpaid Balance, this Reimbursement Agreement shall terminate.

8. If on the later of the final maturity date of the Series 2023 Improvement Area #1 Bonds or the Future Improvement Area #1 Bonds, after application of the net proceeds of any Future Improvement Area #1 Bonds, any portion of the Unpaid Balance remains unpaid, such Unpaid Balance shall be canceled and for all purposes this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL, and such Unpaid Balance shall no longer be deemed to be payable.

9. The Developer has the right to convey, transfer, assign, collaterally assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest to payments under this Reimbursement Agreement (but not performance obligations) including, but not

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance, whether such payment is from (i) amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund under the Series 2023 Improvement Area #1 Bond Indenture, or (ii) net proceeds of any Future Improvement Area #1 Bonds (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five days after notice of the Transfer, including, for each Transferee, the information required by Section 17 below, is received by the City. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in (i) the issuance of municipal securities (ii) the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (iii) the City being subject to additional reporting or record keeping duties without the express written consent of the City. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice, and the Developer's sole remedy shall be to seek the funds directly from the Transferee.

10. The inability or failure of the City to issue Future Improvement Area #1 Bonds shall not constitute a Failure or Default under this Reimbursement Agreement.

11. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from (i) amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund under the Series 2023 Improvement Area #1 Bond Indenture, or (ii) net proceeds of any Future Improvement Area #1 Bonds; and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property including any debt within the meaning of Article XI, Section 5, of the Constitution of the State of Texas. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.

12. If the Developer is in compliance with that certain Development Agreement, between the City and CCD – Coit Land, LLC, approved by the City on September 14, 2021, as partially assigned to the Developer (as amended, the "Development Agreement") and following the City's inspection and approval of the Improvement Area #1 Projects in accordance with the provisions of the Construction Funding Agreement and until Future Improvement Area #1 Bonds are issued, if ever, there will be no conditions or

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

defenses to the obligation of the City to use amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund, in accordance with and under the Construction Funding Agreement and the Series 2023 Improvement Area #1 Bond Indenture, to pay the Unpaid Balance.

13. If the Developer is in compliance with the Development Agreement, following the City's inspection and approval of the Improvement Area #1 Projects and if Future Improvement Area #1 Bonds are issued, there will be no conditions or defenses to the obligation of the City to use the net proceeds of any Future Improvement Area #1 Bonds in accordance with the terms of the Series 2023 Improvement Area #1 Bond Indenture to pay the Unpaid Balance and to pledge the Improvement Area #1 Assessment Revenues as security for the Future Improvement Area #1 Bonds.

14. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Improvement Area #1 Projects. The obligations of the Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be constructed, nor is intended, to affect the City's or the Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.

15. The City may consider issuing one or more series of Future Improvement Area #1 Bonds to pay the Unpaid Balance; however, the Parties covenant and acknowledge that approval of the issuance of any Future Improvement Area #1 Bonds by the City Council is a governmental function within the City's sole discretion.

16. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Collin County, Texas.

17. Any notice required or contemplated by this Reimbursement Agreement shall be deemed given at the addresses shown below: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

To the City: Attn: City Manager
City of Celina, Texas
142 N. Ohio
Celina, Texas 75009

With a copy to: Attn: Julie Fort
Messer, Fort, & McDonald PLLC
6371 Preston Road, Suite 200
Frisco, TX 75034

And to: Attn: Bond Counsel
Robert Dransfield
Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932

To the Developer: Attn: Brian Cramer and Larry Corson
CCD – Ten Mile Creek, LLC
4925 Greenville Avenue, Suite 604
Dallas, Texas 75206

And to: Attn: Drew Slone
Locke Lord LLP
2200 Ross Avenue
Suite 2800
Dallas, Texas 75201

18. If any provision of this Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Reimbursement Agreement shall remain in full force and effect.

19. Failure; Default; Remedies.

a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Party that additional time is needed, then the cure period shall be extended for an additional 30 day period so long as the non-performing Party is, in the reasonable opinion of the non-performing Party, diligently pursuing a cure. Any Transferee shall have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement unless the Transferee agrees to be bound.

b. If the Developer is in Default, the City shall have available all remedies at law or in equity, provided that no Default by the Developer, however, shall: (1) affect the obligations of the City to use the amounts transferred to the Reimbursement Fund from the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund in accordance with and under the Series 2023 Improvement Area #1 Bond Indenture and the net proceeds of Future Improvement Area #1 Bonds as provided in this Reimbursement Agreement; or (2) entitle the City to terminate this Reimbursement Agreement.

c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; (2) seek specific enforcement of this Reimbursement Agreement; or (3) terminate this Reimbursement Agreement.

20. To the extent there is a conflict between this Reimbursement Agreement and the Series 2023 Improvement Area #1 Bond Indenture, the Series 2023 Improvement Area #1 Bond Indenture shall control. To the extent there is a conflict between this Reimbursement Agreement and the Construction Funding Agreement, the Construction Funding Agreement shall control.

21. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.

22. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.

23. Nothing in this Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

the Developer any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.

24. This Reimbursement Agreement may be amended only by written agreement of the Parties.

25. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.

26. The City shall have the right, during normal business hours and upon three business days' prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Improvement Area #1 Projects. For a period of two years after completion of the Improvement Area #1 Projects, the Developer shall maintain proper books of record and account for the construction of the Improvement Area #1 Projects and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles.

27. The Parties agree that at any time after the execution of this Reimbursement Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Reimbursement Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Reimbursement Agreement is executed or any future City Council.

28. No Boycott Israel. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

29. Not a Listed Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

30. Verification Regarding Energy Company Boycotts. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, the Developer

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

31. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Reimbursement Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

As used in this Section, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

[Signature pages to follow]

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

IN WITNESS WHEREOF, the Parties have caused this Reimbursement Agreement to be executed as of March 14, 2023.

CITY OF CELINA

By: _____
Name: Sean Terry
Title: Mayor

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

DEVELOPER

CCD – TEN MILE CREEK, LLC,
a Texas limited liability company

By:_____
Name:
Title:

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

EXHIBIT A

REIMBURSEMENT PAYMENT REQUEST

REIMBURSEMENT REQUEST NO. ____

Reference is made to that certain Indenture of Trust by and between the City and U.S. Bank Trust Company, National Association (the "Trustee") dated as of April 1, 2023 (the "Indenture") relating to the "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Ten Mile Creek Public Improvement District Improvement Area #1 Project)" (the "Bonds"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture.

The undersigned is an agent for CCD – Ten Mile Creek, LLC, a Texas limited liability company (the "Developer") and requests reimbursement to the Developer (or to the person designated in writing by the Developer) from the Reimbursement Fund under the Indenture for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Improvement Area #1 Projects providing a special benefit to property within Improvement Area #1 of the Ten Mile Creek Public Improvement District (the "Improvement Area #1 Projects Costs") and accrued interest thereon.

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

1. The Improvement Area #1 Projects Costs set forth in this Reimbursement Payment Request relate to Improvement Area #1 Projects Costs that have previously been paid from the Developer Improvement Account of the Project Fund pursuant to Certification for Payment Certificate No. ___ and such request in in accordance with the provisions of the Ten Mile Creek Public Improvement District Improvement Area #1 Reimbursement Agreement, including limitations regarding the maximum amount due to be reimbursed to the Developer contained therein.

2. Such Certification for Payment Certificate No. ____ has been duly approved by the City and all representations of the Developer pursuant to Certification Payment Certificate No. ___ are true and remain in effect as of the date hereof.

3. The amount requested to be paid pursuant to of the Reimbursement Payment Request is $_____ (consisting of $_____ in Improvement Area #1 Improvements Costs $_____ in Improvement Area #1 Major Improvements Costs and $_____ in accrued interest).

Payments requested hereunder shall be made as directed below:

a. X amount to Person or Account Y for Z goods or services.

b. Payment instructions

EXHIBIT A

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

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

CCD – TEN MILE CREEK, LLC

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Reimbursement Payment Request, acknowledges the Reimbursement Payment Request, and finds the Reimbursement Payment Request to be in order. After reviewing the Reimbursement Payment Request, the City approves the Reimbursement Payment Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer in writing.

Principal Amount to be paid by Trustee from Reimbursement Fund	Interest to be paid by the Trustee from the Reimbursement Fund	Total Amount to be paid by Trustee from the Reimbursement Fund
$_____	$_____	$_____

CITY OF CELINA, TEXAS

By:_____
Name: _____
Title: _____

Date: _____

EXHIBIT A

Attachment: Draft Bond Ordinance (Ten Mile Creek IA #1 – Bond Ordinance)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	March 14, 2023
Re:	Mustang Annex - Reimbursement Agreement Resolution

Action Requested:

Consider and act upon a Resolution approving and authorizing the Mayor to execute the PID Reimbursement Agreement – Mustang Lakes (Annex) Public Improvement District and resolve other related matters. (Mustang Annex – Reimbursement Agreement Resolution) (Pollard)

Background Information:
Please refer to the attached Resolution for additional information

Legal Review:
The City Attorney has reviewed this agreement.

Supporting Documents:
- Draft Resolution

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. 2023-__

A RESOLUTION OF THE CITY OF CELINA, TEXAS, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A "PID REIMBURSEMENT AGREEMENT – MUSTANG LAKES (ANNEX) PUBLIC IMPROVEMENT DISTRICT" BETWEEN THE CITY OF CELINA, TEXAS, AND CELINA 557 PARTNERS L.P., A TEXAS LIMITED PARTNERSHIP

WHEREAS, on August 13, 2019 the City Council (the "City Council") of the City of Celina, Texas (the "City") adopted Resolution No. 2019-45R creating the Mustang Lakes (Annex) Public Improvement District (the "PID") in accordance with Chapter 372, Texas Local Government Code, as amended; and

WHEREAS, the City desires to approve the "PID Reimbursement Agreement – Mustang Lakes (Annex) Public Improvement District" by and between the City, and Celina 557 Partners L.P., a Texas limited partnership (the "Developer") to be effective March 7, 2023 (the "Reimbursement Agreement"); and

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

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

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

SECTION 2. The Reimbursement Agreement, in a form substantially similar to the agreement attached hereto as Exhibit A is hereby approved and the Mayor is authorized to execute such Reimbursement Agreement on behalf of the City.

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

[*Remainder of page intentionally left blank; signature page follows*]

Attachment: Draft Resolution (Mustang Annex – Reimbursement Agreement Resolution)

PASSED AND APPROVED, THIS THE 14th DAY OF MARCH 2023.

Sean Terry, Mayor

ATTEST:

Lauren Vaughns, City Secretary

Attachment: Draft Resolution (Mustang Annex – Reimbursement Agreement Resolution)

EXHIBIT A

REIMBURSEMENT AGREEMENT

Attachment: Draft Resolution (Mustang Annex – Reimbursement Agreement Resolution)

PID Reimbursement Agreement
Mustang Lakes (Annex) Public Improvement District

This PID Reimbursement Agreement (this "Agreement") is entered into by Celina 557 Partners, L.P. (the "Developer") and the City of Celina, Texas (the "City"), to be effective March 7, 2023, (the "Effective Date"). The Developer and the City are individually referred to as a "Party" and collectively as the "Parties."

SECTION 1. RECITALS

1.1 WHEREAS**,** capitalized terms used in this Agreement shall have the meanings given to them in Section 2;

1.2 WHEREAS, unless otherwise defined: (1) all references to "sections" shall mean sections of this Agreement; (2) all references to "exhibits" shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to "ordinances" or "resolutions" shall mean ordinances or resolutions adopted by the City Council;

1.3 WHEREAS, the Developer is a Texas limited partnership;

1.4 WHEREAS, the City is a Texas home-rule municipality;

1.5 WHEREAS, on August 13, 2019, the City Council passed and approved the PID Creation Resolution authorizing the creation of the PID pursuant to the Act, covering approximately 556.836 contiguous acres within the City's corporate limits, which land is described in the PID Creation Resolution;

1.6 WHEREAS, on March 7, 2023, the City Council passed and approved an Assessment Ordinance (the "Phase #1 Projects Assessment Ordinance") levying "Phase #1 Assessments – Phase #1 Improvements and Initial Major Improvements" against Phase #1 Assessed Property within the District;

1.7 WHEREAS, on March 7, 2023, the City Council passed and approved an Assessment Ordinance (the "Phase #1 Additional Major Improvements Assessment Ordinance") levying "Phase #1 Assessments – Additional Major Improvements" against Phase #1 Assessed Property within the District;

Attachment: Draft Resolution (Mustang Annex – Reimbursement Agreement Resolution)

1.8 WHEREAS, the City Council expects to pass and approve additional Assessment Ordinances related to other phases of development in the PID in the future as such phases are developed;

1.9 WHEREAS, each Assessment Ordinance approves the SAP;

1.10 WHEREAS, the SAP identifies Authorized Improvements to be designed, constructed, and installed by or at the direction of the Parties that confer a special benefit on the Assessed Property;

1.11 WHEREAS, the SAP sets forth the Actual Costs of the Authorized Improvements;

1.12 WHEREAS, the Assessed Property is being developed in phases or "Improvement Areas;"

1.13 WHEREAS, this Agreement shall apply to all phases and no additional reimbursement agreement shall be required for future phases;

1.14 WHEREAS, the SAP determines and apportions the Actual Costs of the Authorized Improvements to the Assessed Property, which Actual Costs represent the special benefit that the Authorized Improvements confer upon the Assessed Property as required by the Act;

1.15 WHEREAS, in each Assessment Ordinance the City levied or expects to levy the Actual Costs of the Authorized Improvements as Assessments against the Assessed Property in the amounts set forth on the Assessment Roll(s);

1.16 WHEREAS, Assessments, including the Annual Installments thereof, are or will be due and payable as described in the SAP;

1.17 WHEREAS, Assessments, including the Annual Installments thereof, shall be billed and collected by the City or its designee;

1.18 WHEREAS, Assessment Revenue from the collection of Assessments, including the Annual Installments thereof, shall be deposited (1) as provided in the applicable Indenture if Bonds secured by such Assessments are issued, or (2) into the PID Reimbursement Fund if no such Bonds are issued or none of such Bonds remain outstanding;

1.19 WHEREAS, Bond Proceeds shall be deposited as provided in the applicable Indenture;

Attachment: Draft Resolution (Mustang Annex – Reimbursement Agreement Resolution)

1.20 WHEREAS, a PID Project Fund related to each series of Bonds shall only be used in the manner set forth in the applicable Indenture;

1.21 WHEREAS, this Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the Act;

1.22 WHEREAS, the foregoing RECITALS: (1) are part of this Agreement for all purposes; (2) are true and correct; and (3) each Party has relied upon such Recitals in entering into this Agreement; and

1.23 WHEREAS, all resolutions and ordinances referenced in this Agreement (e.g., the PID Creation Resolution and each Assessment Ordinance), together with all other documents referenced in this Agreement (e.g., the SAP and each Indenture), are incorporated as part of this Agreement for all purposes as if such resolutions, ordinances, and other documents were set forth in their entirety in or as exhibits to this Agreement.

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth in this Agreement, the Parties agree as follows:

SECTION 2. DEFINITIONS

2.1 "Act" is defined as Chapter 372, Texas Local Government Code, as amended.

2.2 "Actual Costs" are defined in the SAP.

2.3 "Administrative Expenses" are defined in the SAP.

2.4 "Administrator" is defined in the SAP.

2.5 "Agreement" is defined in the introductory paragraph.

2.6 "Annual Installment" is defined in the SAP.

2.7 "Applicable Laws" means the Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States, as the same may be amended, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

2.8 "Assessed Property" is defined in the SAP.

Attachment: Draft Resolution (Mustang Annex – Reimbursement Agreement Resolution)

2.9 "Assessment" is defined in the SAP.

2.10 "Assessment Ordinance" is defined in the SAP.

2.11 "Assessment Revenue" means the revenues actually received by or on behalf of the City from the collection of Assessments.

2.12 "Assessment Roll" is defined in the SAP.

2.13 "Authorized Improvements" are defined in the SAP.

2.14 "Bond Proceeds" mean the proceeds derived from the issuance and sale of a series of Bonds that are deposited and made available to pay Actual Costs in accordance with the applicable Indenture.

2.15 "Bonds" is defined in the SAP.

2.16 "Certificate for Payment" means a certificate (substantially in the form of Exhibit A or as otherwise approved by the Developer and the City Representative) executed by a representative of the Developer and approved by a City Representative, delivered to a City Representative (and/or, if applicable, to the trustee named in any applicable Indenture), specifying the work performed and the amount charged (including materials and labor costs) for Actual Costs, and requesting payment of such amount from the appropriate fund or funds. Each certificate shall include supporting documentation in the standard form for City construction projects and evidence that each Authorized Improvement (or its completed segment) covered by the certificate has been inspected by the City.

2.17 "City" is defined in the introductory paragraph.

2.18 "City Council" means the governing body of the City.

2.19 "City Representative" means any person authorized by the City Council to undertake the actions referenced herein.

2.20 "Closing Disbursement Request" means a request in the form of Exhibit B or as otherwise approved by the Parties.

2.21 "Default" is defined in Section 4.8.1.

2.22 "Delinquent Collection Costs" is defined in the SAP.

2.23 "Developer" is defined in the introductory paragraph.

Attachment: Draft Resolution (Mustang Annex – Reimbursement Agreement Resolution)

2.24 "Developer Advances" means advances made by the Developer to pay Actual Costs.

2.25 "Developer Improvement Account" means the account of the PID Project Fund which may be created and established under the applicable Indenture (and segregated from all other funds contained in the PID Project Fund) into which the City deposits any funds received from the Developer as required under such Indenture.

2.26 "Development Agreement" is defined in the SAP.

2.27 "Effective Date" is defined in the introductory paragraph.

2.28 "Failure" is defined in Section 4.8.1.

2.29 "Indenture" means the applicable trust indenture pursuant to which Bonds are issued.

2.30 "Maturity Date" is the date one year after the last Annual Installment is collected.

2.31 "Party" and "Parties" are defined in the introductory paragraph.

2.32 "Phase #1 Additional Major Improvements Assessment Ordinance" is defined in Section 1.7.

2.33 "Phase #1 Assessed Property" is defined in the SAP.

2.34 "Phase #1 Assessments – Additional Major Improvements" is defined in the SAP.

2.35 "Phase #1 Projects" is defined in the SAP.

2.36 "Phase #1 Projects Assessment Ordinance" is defined in Section 1.6.

2.37 "Phase #1 Assessments – Phase #1 Improvements and Initial Major Improvements" is defined in the SAP.

2.38 "PID" is defined as the Mustang Lakes (Annex) Public Improvement District, created by the PID Creation Resolution.

2.39 "PID Creation Resolution" is defined as Resolution No. 2019-45R passed and approved by the City Council on August 13, 2019.

2.40 "PID Pledged Revenue Fund" means, collectively, the fund established by the City under each applicable Indenture (and segregated from all other funds of the City) into which the City deposits Assessment Revenue securing Bonds issued and still outstanding.

Attachment: Draft Resolution (Mustang Annex – Reimbursement Agreement Resolution)

2.41 "PID Project Fund" means, collectively, the fund, including all accounts created within such fund, established by the City under each applicable Indenture (and segregated from all other funds of the City) into which the City deposits Bond Proceeds in the amounts and as described in the applicable Indenture.

2.42 "PID Reimbursement Fund" means the fund established by the City under this Agreement (and segregated from all other funds of the City) into which the City deposits Assessment Revenue if not deposited into the PID Pledged Revenue Fund.

2.43 "Prepayment" means the payment of all or a portion of an Assessment before the due date thereof.

2.44 "Reimbursement Agreement Balance" is defined in Section 3.3.

2.45 "SAP" is defined as the *Mustang Lakes (Annex) Public Improvement District Service and Assessment Plan* approved March 7, 2023 as part of the Assessment Ordinance, as the same may be updated or amended by City Council action in accordance with the Act.

2.46 "Transfer" and "Transferee" are defined in Section 4.11.

SECTION 3. FUNDING AUTHORIZED IMPROVEMENTS

3.1 Fund Deposits. Until Bonds are issued, the City shall bill, collect, and immediately deposit into the PID Reimbursement Fund all Assessment Revenue consisting of: (1) revenue collected from the payment of Assessments (including pre-payments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and (2) revenue collected from the payment of Annual Installments (excluding Administrative Expenses and Delinquent Collection Costs). Once Bonds are issued, the City shall bill, collect, and immediately deposit all Assessment Revenue securing such series of Bonds in the manner set forth in the applicable Indenture; and, if applicable, the City shall continue to deposit all Assessment Revenue not securing a series of Bonds into the PID Reimbursement Fund. The City shall also deposit Bond Proceeds and any other funds authorized or required by the applicable Indenture in the manner set forth in the applicable Indenture. Annual Installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used in accordance with the applicable

Attachment: Draft Resolution (Mustang Annex – Reimbursement Agreement Resolution)

Indenture; provided that funds disbursed from the applicable PID Project Fund pursuant to Section 3.5 below shall be made first from Bond Proceeds held in the applicable accounts within such PID Project Fund until such accounts are fully depleted and then from the Developer Improvement Account of the applicable PID Project Fund. Funds in the PID Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements or all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement. Notwithstanding any other provision in this Agreement, the Actual Costs of Authorized Improvements within each phase or "Improvement Area", including the applicable portion of the Reimbursement Agreement Balance related thereto, shall be paid from the Assessment Revenue collected solely from Assessments levied on the property within such phase or "Improvement Area" benefitting from such Authorized Improvements. The City will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens related to such Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments for so long as any Bonds are outstanding or a Reimbursement Agreement Balance remains outstanding. The City shall determine or cause to be determined, no later than February 15 of each year whether any Annual Installment is delinquent. If such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property or to use any City funds, revenues, taxes, income, or property other than moneys collected from the Assessments. Once Bonds are issued, the applicable Indenture shall control in the event of any conflicts with this Agreement.

3.2 Payment of Actual Costs. If Bonds are not issued (or prior to such issuance) to pay Actual Costs of Authorized Improvements, the Developer may elect to make Developer Advances to pay Actual Costs. If Bonds are issued, the Bond Proceeds shall be used in the manner provided in the applicable Indenture; and, except as may be required under the Development Agreement and/or an applicable Indenture, the Developer shall have no obligation to make Developer Advances for the related Authorized Improvements, unless the Bond Proceeds, together with any other funds in the PID

Attachment: Draft Resolution (Mustang Annex – Reimbursement Agreement Resolution)

Project Fund or PID Reimbursement Fund, are insufficient to pay the Actual Costs of such Authorized Improvements, in which case the Developer shall make Developer Advances to pay the deficit. If Developer Advances are required in connection with the issuance of a series of Bonds, then such Developer Advances may be reduced by the amount of payments of Actual Costs of the Authorized Improvements (or portions thereof) to be financed by such Bonds that the Developer has previously paid if (i) the Developer submits to the City all information related to such costs that would be required by a Closing Disbursement Request at least five (5) days prior to the pricing of such Bonds, and (ii) the City approves such Actual Costs in writing. The Developer shall also make Developer Advances to pay for cost overruns (after applying cost savings). The lack of Bond Proceeds or other funds in the PID Project Fund shall not diminish the obligation of the Developer to pay Actual Costs of the Authorized Improvements.

3.3 Payment of Reimbursement Agreement Balance. The City agrees to pay to the Developer, and the Developer shall be entitled to receive payments from the City, until the Maturity Date, for amounts shown on each Certificate for Payment (which amounts include all Actual Costs paid by or at the direction of the Developer) plus: (1) simple interest on the unpaid principal balance at the rate of five percent (5%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index approved by the City Council of the City reported in the month before the date the obligation was incurred (which date is the same as the approval by the City of the Assessment Ordinance levying the Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid) for years one through five beginning on the date each Certificate for Payment is delivered to the City Representative; and (2) simple interest on the unpaid principal balance at the rate of two percent (2%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index approved by the City Council of the City reported in the month before the date the obligation was incurred (which date is the same as the approval by the City of the Assessment Ordinance levying the Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid) for years six through thirty thereafter (the unpaid principal balance, together with accrued but unpaid interest, owed the Developer for all Certificates for Payment is referred to as the "Reimbursement Agreement Balance"); provided, however, upon the issuance of Bonds, the interest rate due and unpaid on amounts shown on each Certificate for Payment to be paid to the Developer shall be the lower of: (1) same as the interest rate on the applicable series of Bonds issued

Attachment: Draft Resolution (Mustang Annex – Reimbursement Agreement Resolution)

to finance the costs of the Authorized Improvements for which the Certificate for Payment was filed, or (2) the interest rate approved by the City Council of the City in the Assessment Ordinance levying the Assessments from which such Bonds shall be paid. The interest rates set forth in this section and Schedule I hereto have been approved by the City Council and are authorized by the Act. The principal amount of each portion of the Reimbursement Agreement Balance to be paid under each Assessment Ordinance, and the interest rate for such portion of the Reimbursement Agreement Balance, is shown on Schedule I attached to this Agreement and incorporated as a part of this Agreement for all purposes. As the City passes and approves additional Assessment Ordinances and/or issues Bonds, the City shall approve an updated Schedule I to this Agreement as part of the updated or amended SAP. Such updated Schedule I attached to the SAP shall automatically be incorporated as part of this Agreement for all purposes as if attached hereto without any further action from the Parties.

The Reimbursement Agreement Balance is payable solely from the PID Reimbursement Fund or from Bond Proceeds; and, no other City funds, revenues, taxes, income, or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments made from Bond Proceeds shall be made in the manner set forth in the applicable Indenture. So long as no Bonds are issued, and following the provisions of Section 3.5 below, the City shall make a payment to the Developer from the PID Reimbursement Fund for the Reimbursement Agreement Balance then due at least annually, and no later than 60 days after the date payment of the Annual Installments are due and payable to the City. In the event that a Prepayment of an Assessment is made, the City shall remit payment to the Developer of an amount of the Reimbursement Agreement Balance then due and payable not to exceed the Assessment Revenue related to such Prepayment from the Assessment Revenue deposited into the PID Reimbursement Fund within 60 days after the Prepayment is made. Payments made from the PID Reimbursement Fund toward any outstanding Reimbursement Agreement Balance, shall first be applied to unpaid interest on such Reimbursement Agreement Balance owed to the Developer, and second to unpaid principal of the Reimbursement Agreement Balance owed to the Developer. Each payment from the PID Reimbursement Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the fund since the last payment. If there is a dispute over the amount of any payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next

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payment is made; however, if the Parties are unable to resolve the disputed amount, then the City's determination of the disputed amount (as approved by the City Council) shall control.

3.4 Bonds. The City, in its sole, legislative discretion, may issue Bonds, in one or more series, when and if the City Council determines it is financially feasible for the purposes of: (1) paying all or a portion of the Reimbursement Agreement Balance; or (2) paying directly Actual Costs of Authorized Improvements. Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Indenture. Upon the issuance of Bonds for such purpose and for so long as Bonds remain outstanding, the Developer's right to receive payments each year in accordance with Section 3.3 shall be subordinate to the deposits required under the applicable Indenture related to any outstanding Bonds and the Developer shall be entitled to receive funds pursuant to the flow of funds provisions of such Indenture. The failure of the City to issue Bonds shall not constitute a "Failure" by the City or otherwise result in a "Default" by the City. Upon the issuance of the Bonds, the Developer has a duty to construct those Authorized Improvements as described in the SAP and the Development Agreement. The Developer shall not be relieved of its duty to construct or cause to be constructed such improvements even if there are insufficient funds in the PID Project Fund to pay the Actual Costs. This Agreement shall apply to all of the Bonds issued by the City whether in one or more series, and no additional reimbursement agreement shall be required for future series of Bonds.

3.5 Disbursements and Transfers at and after Bond Closing. The City and the Developer agree that from the proceeds of the Bonds, and upon the presentation of evidence satisfactory to the City Representative, the City will cause the trustee under the applicable Indenture to pay at closing of the Bonds approved amounts from the appropriate account to the persons entitled to payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible items expended by the Developer and the City as of the time of the delivery of the Bonds as described in the SAP. In order to receive disbursement, the Developer shall execute a Closing Disbursement Request to be delivered to the City at least five (5) days prior to the pricing of such Bonds for payment in accordance with the provisions of the Indenture. In order to receive additional disbursements, the Developer shall execute a Certificate for Payment, no more frequently than monthly, to be delivered to the City for payment in accordance with the provisions of the applicable Indenture and this Agreement. Upon receipt of a Certificate for Payment (along with all accompanying documentation required by the City) from the Developer, the City shall conduct a

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review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all Applicable Laws and applicable plans therefore and with the terms of this Agreement and any other agreement between the parties related to property in the PID, and to verify and approve the Actual Costs of such work specified in such Certificate for Payment. The City shall also conduct such review as is required in its discretion to confirm the matters certified in the Certificate for Payment. The Developer agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. The Developer further agrees that if the City provides to the Developer a sales tax exemption certificate then sales tax will not be approved for payment under a Certification for Payment. Within ten (10) business days following receipt of any Certificate for Payment, the City shall either: (1) approve the Certificate for Payment and forward it to the trustee, if applicable, for payment, or (2) provide the Developer with written notification of disapproval of all or part of a Certificate for Payment, specifying the basis for any such disapproval. Any disputes shall be resolved as required by Section 3.3 herein. The City shall deliver the approved or partially approved Certificate for Payment to the trustee for payment, and the trustee shall make the disbursements as quickly as practicable thereafter.

3.6 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the PID Reimbursement Fund, the PID Pledged Revenue Fund, or the PID Project Fund. Unless approved by the City, no other City funds, revenues, taxes, or income of any kind shall be used to pay: (1) the Actual Costs of the Authorized Improvements; (2) the Reimbursement Agreement Balance even if the Reimbursement Agreement Balance is not paid in full on or before the Maturity Date; or (3) debt service on any Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

3.7 Obligation to Pay. Subject to the provisions of Section 3.3 and 3.6, if the Developer is in substantial compliance with its obligations under the Development Agreement, then following the inspection and approval of any portion of Authorized Improvements for which Developer seeks

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reimbursement of the Actual Costs by submission of a Certificate for Payment or City approval of a Closing Disbursement Request, the obligations of the City under this Agreement to pay disbursements (whether to the Developer or to any person designated by the Developer) identified in any Closing Disbursement Request or in any Certificate for Payment and to pay debt service on Bonds are unconditional AND NOT subject to any defenses or rights of offset except as may be provided in any Indenture.

3.8 City Delegation of Authority. All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the plans and the Development Agreement and in accordance with this Agreement and any other agreement between the parties related to property in the PID. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Authorized Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer has sole responsibility of ensuring that all Authorized Improvements are constructed in accordance with the Development Agreement and in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Authorized Improvements to be acquired and accepted by the City from the Developer. If any Authorized Improvements are or will be on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvements. Inspection and acceptance of Authorized Improvements will be in accordance with applicable City ordinances and regulations.

3.9 Ownership and Transfer of Authorized Improvements. If requested in writing by the City, the Developer shall furnish to the City a commitment for title insurance (a "Commitment") for land related to the Authorized Improvements to be acquired and accepted by the City from the Developer and not

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previously dedicated or otherwise conveyed to the City. The Commitment shall be made available for City review and approval at least fifteen (15) business days prior to the scheduled transfer of title. The City shall approve the Commitment unless it reveals a matter which, in the reasonable judgment of the City, would materially affect the City's use and enjoyment of the Authorized Improvements. If the City objects to any Commitment, the City shall not be obligated to accept title to the applicable Authorized Improvements until the Developer has cured the objections to the reasonable satisfaction of the City.

SECTION 4. ADDITIONAL PROVISIONS

4.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of the Maturity Date or the date on which the Reimbursement Agreement Balance is paid in full.

4.2 No Competitive Bidding. Construction of the Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a) (9) of the Texas Local Government Code, as amended. All plans and specifications, but not construction contracts, shall be reviewed and approved, in writing, by the City prior to Developer selecting the contractor. The City, at its election made prior to the Developer entering into a construction contract, shall have the right to examine and approve the contractor selected by the Developer to construct Authorized Improvements, which approval shall not be unreasonably delayed or withheld.

4.3 Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City.

4.4 Audit. The City Representative shall have the right, during normal business hours and upon five (5) business days' prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Authorized Improvements. For a period of two years after completion of the Authorized Improvements, the Developer shall maintain proper books of record and account for the construction of the Authorized Improvements and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles. The Developer shall have the right, during normal business hours, to review all records and accounts pertaining to the Assessments upon written request to the City. The City shall provide the Developer an opportunity to inspect such books and records relating to the Assessments during the City's regular

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business hours and on a mutually agreeable date no later than ten (10) business days after the City receives such written request. The City shall keep and maintain a proper and complete system of records and accounts pertaining to the Assessments for so long as Bonds remain outstanding or Reimbursement Agreement Balance remains unpaid.

4.5 Developer's Right to Protest Ad Valorem Taxes. Nothing in this Agreement shall be construed to limit or restrict Developer's right to protest ad valorem taxes. The Developer's decision to protest ad valorem taxes on Assessed Property does not constitute a Default under this Agreement.

4.6 PID Administration and Collection of Assessments. If the City designates an administrator who shall have the responsibilities provided in the SAP related to the duties and responsibilities of the administration of the PID, the City shall provide the Developer with a copy of the agreement between the City and the administrator. If the City contracts with a third-party for the collection of Annual Installments of the Assessments, the City shall provide the Developer with a copy of such agreement. For so long as Bonds remain outstanding or the Reimbursement Agreement Balance remains unpaid, the City shall notify the Developer of any change of administrator or third-party collection of the Assessments.

4.7 Representations and Warranties.

4.7.1 The Developer represents and warrants to the City that: (1) the Developer has the authority to enter into and perform its obligations under this Agreement; (2) the Developer has the financial resources, or the ability to collect sufficient financial resources, to meet its obligations under this Agreement; (3) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (4) this Agreement is binding upon the Developer in accordance with its terms; and (5) the execution of this Agreement and the performance by the Developer of its obligations under this Agreement do not constitute a breach or event of default by the Developer under any other agreement, instrument, or order to which the Developer is a party or by which the Developer is bound.

4.7.2 The City represents and warrants to the Developer that: (1) the City has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the City has been duly authorized to do so; (3) this Agreement is binding upon the City in accordance with its terms; and (4) the execution of this

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Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

4.8 Default/Remedies.

4.8.1 If either Party fails to perform an obligation imposed on such Party by this Agreement (a "Failure") and such Failure is not cured after notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." If a Failure is monetary, the non-performing Party shall have ten (10) days within which to cure. If the Failure is non-monetary, the non-performing Party shall have thirty (30) days within which to cure.

4.8.2 If the Developer is in Default, the City shall have available all remedies at law or in equity; provided no default by the Developer shall entitle the City to terminate this Agreement or to withhold payments to the Developer from the PID Reimbursement Fund or the PID Pledged Revenue Fund or the PID Project Fund in accordance with this Agreement and the Indenture.

4.8.3 If the City is in Default, the Developer shall have available all remedies at law or in equity; provided, however, no Default by the City shall entitle the Developer to terminate this Agreement.

4.8.4 The City shall give notice of any alleged Failure by the Developer to each Transferee identified in any notice from the Developer, and such Transferees shall have the right, but not the obligation, to cure the alleged Failure within the same cure periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Agreement unless the Transferee agrees in writing to be bound.

4.9 Remedies Outside the Agreement. Nothing in this Agreement constitutes a waiver by the City of any remedy the City may have outside this Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Authorized Improvements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the PID. Nothing herein shall be construed as affecting the City's or the

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Developer's rights or duties to perform their respective obligations under other agreements, use regulations, or subdivision requirements relating to the development property in the PID.

4.10 Estoppel Certificate. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City Manager will execute a written estoppel certificate in a form and substance satisfactory to both Parties, that: (1) identifies any obligations of the Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; or (2) stating, to the extent true, that to the best knowledge and belief of the City, the Developer is in compliance with its duties and obligations under this Agreement. The Developer shall pay the City $1,000 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

4.11 Transfers. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, the Developer's right, title, or interest to payments under this Agreement (but not performance obligations) including, but not limited to, any right, title, or interest of the Developer in and to payments of the Reimbursement Agreement Balance, whether such payments are from the PID Reimbursement Fund or the PID Pledged Revenue Fund in accordance with Section 3.3 or from Bond Proceeds (any of the foregoing, a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"); provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written consent of the City if such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance would result in (1) the issuance of municipal securities, (2) the City being viewed as an “obligated person” within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (3) the City being subjected to additional reporting or recordkeeping duties. Notwithstanding the foregoing, no Transfer shall be effective until notice of the Transfer is given to the City. The City may rely on notice of a Transfer received from the Developer without obligation to investigate or confirm the validity of the Transfer. The Developer waives all rights or claims against the City for any funds paid to a third party as a result of a Transfer for which the City received notice.

4.12 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this

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Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Collin County, Texas.

4.13 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (1) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (2) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

To the City:
Attn: City Manager
City of Celina
142 N. Ohio Street
Celina, Texas 75009
TEL: (972) 382-2682
FAX: (972) 382-3736

With a copy to:
Attn: Julie Fort
Messer, Fort & McDonald PLLC
6371 Preston Road Ste. 200
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

To the Developer:
Attn: James J. Melino
Celina 557 Partners, L.P.
c/o The Cambridge Companies, Inc.
8750 N. Central Expressway, Suite 1735
Dallas, Texas 75231
E-mail: jmelino@cambridgecos.com
TEL: (214) 691-2556
FAX: (214) 691-0682

With a copy to:
Attn: Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail:misty.ventura@svlandlaw.com
TEL: (214) 328-1101
FAX: (800) 519-3768

Any Party may change its address by delivering notice of the change in accordance with this section.

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4.14 Conflicts; Amendment. In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound, the provisions and intent of the applicable Indenture controls. This Agreement may only be amended by written agreement of the Parties.

4.15 Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

4.16 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

4.17 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City, the Developer, and Transferees any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City, the Developer, and Transferees.

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

4.19 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

4.20 No Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the

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foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

4.21 Iran, Sudan, and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or

https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to enable to City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law or Texas law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

4.22 No Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies" a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section

809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

4.23 No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions:

(a) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or

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local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(b) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(c) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

4.24 Affiliate. As used in Sections 4.19 through 4.23, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

4.25 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

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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 Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application system 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 Developer; and, neither the City nor its consultants have verified such information.

[*Execution pages follow.*]

Attachment: Draft Resolution (Mustang Annex – Reimbursement Agreement Resolution)

CITY OF CELINA, TEXAS

By:_____
Sean Terry, Mayor

ATTEST:

By:_____
Lauren Vaughns, City Secretary

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CELINA 557 PARTNERS, L.P.,
a Texas limited partnership

By: Celina 557 GP Partners, LLC,
a Texas limited liability company,
its General Partner

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

By: _____

James J. Melino, President

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EXHIBIT A

CERTIFICATE FOR PAYMENT FORM

The undersigned is an agent for _____ (the "Developer") and requests payment from the applicable account of the [PID Reimbursement Fund] [PID Project Fund] from the City of Celina, Texas (the "City") in the amount of _____ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements providing a special benefit to property within the Mustang Lakes (Annex) Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the PID Reimbursement Agreement (the "Reimbursement Agreement").

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

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced Authorized Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The amount listed for the Authorized Improvements below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvements, and such costs (i) are in compliance with the Reimbursement Agreement, and (ii) are consistent with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Indenture, the Service and Assessment Plan and the Development Agreement.

5. The Developer has timely paid all ad valorem taxes and annual installments of special assessments it owes or an entity the Developer controls owes, located in the Mustang Lakes (Annex) Public Improvement District and has no outstanding delinquencies for such assessments.

6. All conditions set forth in the Indenture (as defined in the Reimbursement Agreement) for the payment hereby requested have been satisfied.

7. The work with respect to the Authorized Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Authorized Improvements (or its completed segment).

Attachment: Draft Resolution (Mustang Annex – Reimbursement Agreement Resolution)

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

9. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for major improvements or any phase of Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or segment) has been completed and the City has accepted such Authorized Improvements (or segment). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such Authorized Improvements (or segment).

Payments requested are as follows:

a. X amount to Person or Account Y for Z goods or services.

b. Etc.

[If the Authorized Improvements are to be paid in part from one series of Bonds and in part from another, insert the following:

As required by Section _____ of the Indenture, the costs for the Authorized Improvements that constitutes the pro-rata share of such Authorized Improvements allocable to the designated Bonds shall be paid as follows:

Authorized Improvements:	Amount to be paid from _____ Fund	Amount to be paid from _____ Fund	Total Cost of Authorized Improvements

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Reimbursement Agreement, after receiving this payment request, the City has inspected the Authorized Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

Attachment: Draft Resolution (Mustang Annex – Reimbursement Agreement Resolution)

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

CELINA 557 PARTNERS, L.P.,
a Texas limited partnership

By: Celina 557 GP Partners, LLC,
a Texas limited liability company,
its General Partner

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

By: _____
James J. Melino, President

Attachment: Draft Resolution (Mustang Annex – Reimbursement Agreement Resolution)

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, acknowledges that the Authorized Improvements (or its completed segment) covered by the certificate have been inspected by the City, and otherwise finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and shall [include said payments in the City Certificate submitted to the Trustee directing payments to be made from the appropriate account of the PID Project Fund] [direct payment from the PID Reimbursement Fund] to the Developer or to any person designated by the Developer.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attachment: Draft Resolution (Mustang Annex – Reimbursement Agreement Resolution)

Exhibit B

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for _____ (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from the Cost of Issuance Account of the Project Fund from _____ (the "Trustee") in the amount of _____ ($_____) to be transferred from the Cost of Issuance Account of the PID Project Fund upon the delivery of the Bonds for costs incurred in the establishment, administration, and operation of the Mustang Lakes (Annex) Public Improvement District (the "District"), as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City and the Trustee dated as of _____, 20__ (the "Indenture") relating to the [INSERT NAME OF BONDS] (the "Bonds").

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

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds have not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the establishment, administration and operation of the District at the time of the delivery of the Bonds, and such costs are in compliance with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, and the Development Agreement.

5. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

[Information regarding Payee, amount, and deposit instructions attached]

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

Attachment: Draft Resolution (Mustang Annex – Reimbursement Agreement Resolution)

CELINA 557 PARTNERS, L.P.,
a Texas limited partnership

By: Celina 557 GP Partners, LLC,
a Texas limited liability company,
its General Partner

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

By: _____
James J. Melino, President

Attachment: Draft Resolution (Mustang Annex – Reimbursement Agreement Resolution)

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from Costs of Issuance Account upon delivery of the Bonds.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Attachment: Draft Resolution (Mustang Annex – Reimbursement Agreement Resolution)

SCHEDULE I

1. Reimbursement Agreement Balance - Phase #1 Projects

A. Original Principal Amount: **$** _____

- Interest Rate**:** _____%
- Bond Index Rate approved by the City Council: ____ % as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City, in the month before the date of the Assessment Ordinance Approval.
- Date of Assessment Ordinance Approval: Ordinance No. _____ approved on _____, 2023 and recorded in the real property records of Collin County, Texas on _____, 2023, as Document No. _____.
- Payment Source: Solely from Assessment Revenues from the collection of the Phase #1 Assessments – Phase #1 Improvements and Initial Major Improvements shown on the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements attached as Appendix [__] to the SAP not securing the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Mustang Lakes (Annex) Public Improvement District Phase #1 Project).

2. Reimbursement Agreement Balance - Phase #1 Additional Major Improvements

- Original Principal Amount: $ _____
- Interest Rate: _____ %
- Bond Index Rate approved by the City Council: _____% as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City, in the month before the date of the Assessment Ordinance Approval.
- Date of Assessment Ordinance Approval: Ordinance No. _____ approved on _____, 2023 and recorded in the real property records of Collin County, Texas on _____, 2023, as Document No. _____.
- Payment Source: Solely from Assessment Revenues from the collection of the Phase #1 Assessments – Additional Major Improvements shown on the Phase #1 Assessments Roll – Additional Major Improvements attached as Appendix [__] to the SAP.

Attachment: Draft Resolution (Mustang Annex – Reimbursement Agreement Resolution)