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CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, OCTOBER 8, 2024
5:00 PM
AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. EXECUTIVE SESSION:

As authorized by Section 551.071 of the Texas Government Code, the Regular Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein. **(Closed to Public as Provided in the Texas Government Code.)**

Texas Government Code Section 551.071 Consultation with Attorney:

A. Discussion regarding Shea Scott v. City of Celina, Texas; Cause No. DC-20-18195.

B. Discussion of Carey Road

C. Discussion of Toll Brothers Architecture

D. Discussion of HBA Satellite Office (222 W. Walnut Street) - DA Extension

E. Discussion regarding possible settlement with Apple Pavement

F. Discussion regarding Water Tower Policy and Schedule.

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.087 Deliberation of Economic Development Negotiations:

G. Discussion regarding an amendment to the performance agreement with Trinity Celina, LLC.

H. Discussion regarding property generally located at NEC or Outer Loop and Dallas Pkwy.

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.072 Deliberation Regarding Real Property:

I. Discussion regarding eminent Domain for Ramble

J. Discussion regarding NTTA land acquisition.

K. Discussion of a boundary adjustment regarding the Parvin extension

Reconvene into Open Session to consider and take action, if any, on matters discussed during Executive Session.

L. Consider and act on a resolution of the City Council of the City of Celina, Texas finding that a public necessity exists and authorizing condemnation to acquire sanitary sewer easements totaling 1.74 acres and temporary construction easements totaling 2.541 acres for construction of public improvements for the Ramble project, including but not limited to, sewer line installation and maintenance, grading, such appurtenant facilities as may be necessary, and other public uses, on four real properties as portions of tracts of land generally described as being located in the William H Herron survey, Abstract A0380, Property IDs #2741350, #2595177, #2688521 and #2595176; and on two real properties as portions of tracts of land generally described as being located in the Collin County School Land Survey, Abstract A0170, Property IDs #2133596 and #2855588; Collin County, Texas, such properties are generally located on the east and west sides of Preston road south of G. A. Moore Parkway, and being more particularly described herein; providing notice of an official determination to acquire real properties for rights of way, drainage easements, a sanitary sewer easement, water easements and temporary construction easements, such appurtenant facilities as may be necessary, and other public uses; authorizing the city manager to obtain the necessary appraisal reports and make bona fide offers of just compensation for the rights of way and easements; ratifying prior documents made for acquisition of the rights of way and easements; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of the rights of way and easements on said tracts if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repeater clause; providing a severability clause and providing for an effective date.

M. Consider and act upon authorizing a cost increase for Parvin Road paving improvements due to an updated project scope caused by changed roadway conditions of Parvin Road.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding Right-of-Way Ordinance updates (Glasgow)

B. Discussion of FY 2025 - FY 2029 Capital Improvement Plan (Brawner, Stovall)

C. Discussion on Water Tower Policy & Schedule (Monaco)

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. White Cane Day Proclamation (Tubbs)

B. National Planning Month Proclamation (Tubbs)

C. EDC Local Business Report (Satarino)

VI. 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.

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- July 9, 2024, 4:00 p.m.
2. City Council- Special Called Meeting- July 23, 2024, 5:00 p.m.
3. City Council- Regular Meeting- August 13, 2024, 5:00 p.m.
4. City Council- Special Called Meeting- August 28, 2024, 5:00 p.m.
5. City Council- Regular Meeting- September 10, 2024, 4:00 p.m.
6. City Council- Special Called Meeting- September 23, 2024, 5:00 p.m.

B. Consider and act to authorize a work authorization with Kimley-Horn for Gateway Monumentation in an amount not to exceed $93,800. (McAfee)

C. Consider and act to authorize an encroachment agreement with Oncor for the Parks at Wilson Creek Phase 2 spine trail. (Glasgow)

D. Consider and act to authorize the purchase of ten (10) vehicles for fiscal year 2025 for the Public Works, Development Services, and Parks Departments from Grapevine Dodge Chrysler Jeep through a cooperative contract with BuyBoard for an amount not to exceed $608,858.00. (Figueroa)

E. Consider and act to purchase a Vermeer hydro excavation unit for the Water Department from Vermeer Texas-Louisiana through a cooperative contract with BuyBoard for an amount not to exceed $100,940.46. (Figueroa)

F. Consider and act to authorize the purchase of one (1) Toro chemical spray rig for fiscal year 2025 for the Parks Department from Professional Turf Products L.P. through a cooperative contract with BuyBoard for an amount not to exceed $82,151.94. (Figueroa)

G. Consider and act to authorize the purchase of two (2) Wanco WTSP55-LSA Arrow Board trailers for the Street Department from Buyers Barricades through a cooperative contract with BuyBoard in an amount not to exceed $12,030.00. (Figueroa)

H. Consider and act to authorize the purchase of one Interstate 40DLA trailer for the Streets Department from Interstate Trailer, Inc. through a cooperative contract with BuyBoard for an amount not to exceed $42,698.30. (Figueroa)

I. Consider and act to authorize the purchase of a Weiler P285 asphalt paver base machine for the Streets Department from Holt Cat through a cooperative contract with OMNIA for an amount not to exceed $210,846 (Figueroa)

J. Consider and act to authorize the purchase of an Altec bucket truck for the Streets Department from Altec Industries, Inc. through a cooperative contract with Sourcewell for an amount not to exceed $203,451.00. (Figueroa)

K. Consider and act to authorize the purchase a Cimline crack sealer trailer for the Streets Department from Cimline, Inc. through a cooperative contract with BuyBoard for an amount not to exceed $103,105.50. (Figueroa)

L. Consider and act to authorize the purchase of nine (9) vehicles for fiscal year 2025 for the Public Works Department from Grapevine Dodge Chrysler Jeep through a cooperative contract with BuyBoard for an amount not to exceed $615,442.00 (Figueroa)

M. Consider and act to approve an Interlocal Agreement with Collin County for animal control services. (Figueroa)

N. Consider and act to approve an Interlocal Agreement with Collin County for animal shelter services (Figueroa)

O. Consider and act to approve an Interlocal Agreement with Collin County for dispatch services. (Cullison)

P. Consider and act to approve an Interlocal Agreement with Collin County for jail services. (Cullison)

Q. Consider and act on a Ordinance amending Ordinance 2021-42 to add an ex officio member to the Downtown Commission. (Vaughns)

R. Consider and act upon a Resolution amending the Boards and Commissions Membership Appointment Policy. (Ranc)

S. Consider and act upon a Resolution establishing, selecting, and appointing a 2024 Home Rule Charter Review Commission. (Vaughns)

T. Consider and act on an Ordinance amending Ordinance No. 2023-108 which adopted and approved the budget for fiscal year beginning October 1, 2023, and ending September 30, 2024, and make appropriations for each department, project, and account, by adopting an amended 2023-2024 budget for the City of Celina reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

U. Consider and act on an Ordinance amending Ordinance No. 2024-83 which adopted and approved the budget for fiscal year beginning October 1, 2024, and ending September 30, 2025, and make appropriations for each department, project, and account, by adopting an amended 2024-2025

budget for the City of Celina 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 for a Specific Use Permit (SUP) to allow for an Auto Repair, Minor use on approximately 1 acre; generally located west of Preston Road and approximately 400 feet north of Frontier Parkway, within the City Limits. (Take 5 Oil Change – Specific Use Permit) (Mohan)

B. Conduct a public hearing to consider and act upon a request for a Development Agreement on approximately 34 acres of land; generally located at the southeast corner of Preston Road and GA Moore Parkway, within the Extraterritorial Jurisdiction (ETJ). (Ramble Expansion – Development Agreement) (Mohan)

C. Conduct a public hearing to consider and act upon a request for a Development Agreement on approximately 2 acres of land; generally located north of future O'Brien Drive and approximately 1,300 feet east of future Legacy Drive, within the Extraterritorial Jurisdiction (ETJ). (Masonic Lodge (Property ID 2041418) – Development Agreement) (McAfee)

D. Conduct a public hearing to consider and act upon a request for a Development Agreement on approximately 131 acres of land; generally located at the southeast corner of GA Moore Parkway and Louisiana Drive, within the Extraterritorial Jurisdiction (ETJ). (Willard Tract (Louisiana) – Development Agreement) (McAfee)

E. Conduct a public hearing and consider and act upon an Ordinance amending the Master Fee Chart (McAfee)

IX. ACTION ITEM:

A. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of certain Improvement Area #2 Projects to be financed within Improvement Area #2 of the Mosaic Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Improvement Area #2 Assessment Roll; directing the filing of the proposed assessment roll with the City Secretary; and providing for noticing and calling a public hearing on November 12, 2024 to consider an ordinance levying assessments on property located within Improvement Area #2 of the Mosaic Public Improvement District. (Kearney)

B. 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 2024 (North Sky Public Improvement District Improvement Area #1B Project); approving and authorizing related agreements; and providing an effective date. (Bromiley)

C. Consider and act upon an Ordinance adopting a Code of Ethics for Elected and Appointed Officials; providing findings; providing for a cumulative repealer clause; providing for savings; providing for severability; providing for engrossment and enrollment; and providing an effective date. (Ranc)

X. ADJOURNMENT:

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

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

Lauren Vaughns, TMRC
City Secretary

Date Notice Removed

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Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andy Glasgow
Date:	October 8, 2024
Re:	Consider and act upon authorizing a cost increase for Parvin Road paving improvements due to an updated project scope caused by changed roadway conditions of Parvin Road.

Action Requested:
Consider and act upon authorizing a cost increase for Parvin Road paving improvements due to an updated project scope caused by changed roadway conditions of Parvin Road.

Background Information:

Legal Review:

Supporting Documents:
None

Financial Consideration:

Staff Recommendation:

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Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andy Glasgow
Date:	October 8, 2024
Re:	Discussion regarding Right-of-Way Ordinance updates

Action Requested:
Discussion regarding Right-of-Way Ordinance updates (Glasgow)

Background Information:
The City's existing right-of-way (ROW) ordinance is to help maintain and ensure safe and proper use of the public ROW by Franchise Utilities and their agents. The City is required to allow the use of the public ROW by franchise providers and any usage must be for the benefit of the public. The ordinance was last updated in August 2017. Since then, the City's growth has resulted in a large increase in ROW work by franchise utility providers and their agents. To ensure the work is being completed in a timely and proficient manner, elements of the existing ordinance need to be updated.

Legal Review:
Legal has reviewed the ordinance.

Supporting Documents:
1. 5 - D -- ROW Ordinance Updates - Final.pptx (P)

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends updating the ordinance.

RIGHT-OF-WAY (ROW) ORDINANCE UPDATES

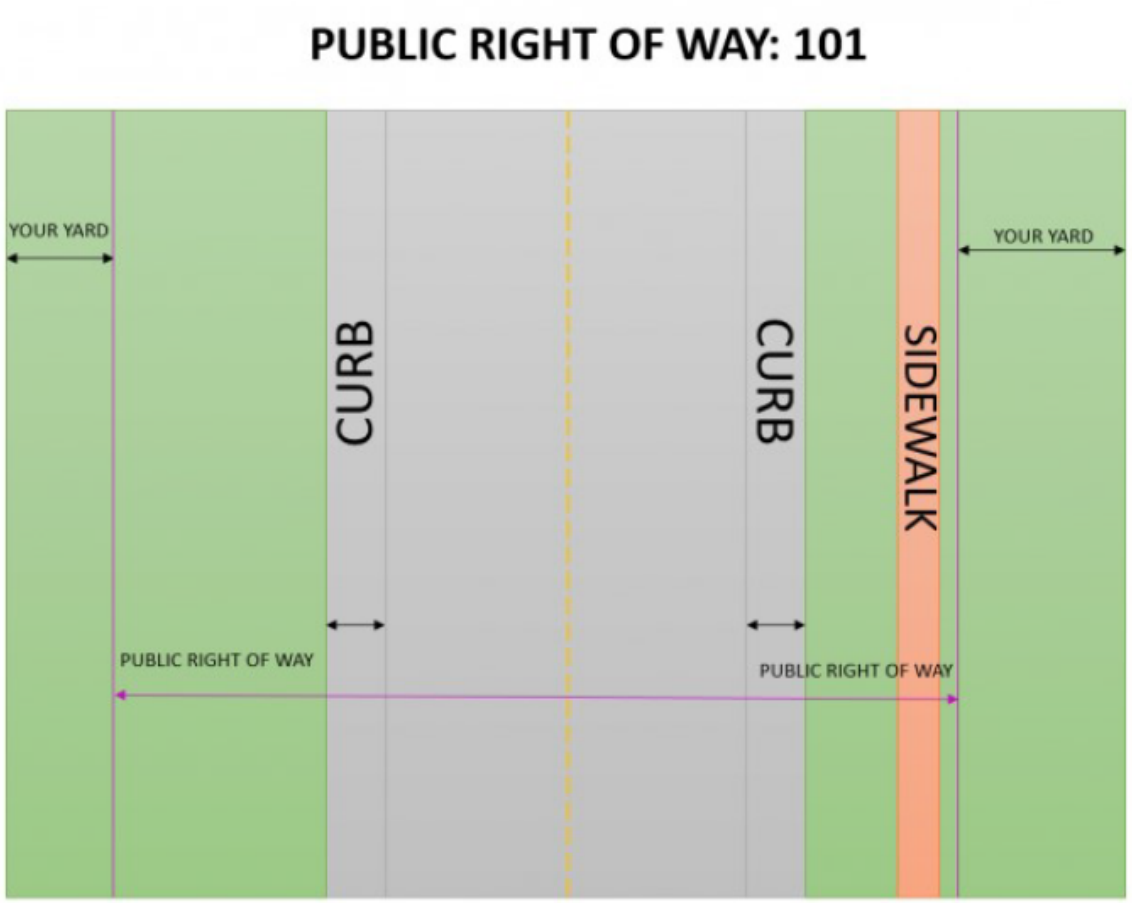
October 8th, 2024

Andy Glasgow, P.E., PMP, CFM
Director of Engineering

BACKGROUND

- The Right-of-Way (ROW) Ordinance is to help maintain and ensure safe and proper use of the Public Right of Way by Franchise Utilities (AT&T, Atmos, etc.). The City is required to allow use of the Public ROW as a State requirement and any usage of the Public ROW must be for the benefit of the public.
- ROW Ordinance last updated August 2017
- ROW Ordinance stipulates the repair of any damages to public or private property within the permitted work zone, the ROW and franchise utility easement. City ordinance requires the work zone to be returned to original conditions after work is complete.
- ROW Ordinance requires locates before work within the ROW begins.

WHAT IS THE ROW?



Public Right of Way boundary indicated in PURPLE

If no sidewalk, like this side of the road, then call Engineering at 972-382-2682 ext 1080 to see where it extends to so you know where work is allowed if a project is scheduled.

CELINA TEXAS EST. 1876

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Sidewalk is generally a good way to tell where the Public Right of Way boundary is

Public Right of Way boundary usually extends a minimum of 1 foot past the (typically 5 foot wide) sidewalk

PURPOSE OF CHANGES

- Damaged public and private property in the right of way
- Protect residence from disruption
- Current ordinance lacked the language to impose penalties
- Shorten the length of time right of way permits are open and active
- Encourage contractors and franchisers to request inspection upon completion
- Strengthen communication between Franchisees and City personnel
- Preserve and return right of way to proper standards

ROW ISSUES ENCOUNTERED

ROW ISSUES (CONT'D)

ROW ISSUES (CONT'D)

CHANGES

- Adding a Public Inconvenience Fee to Ordinance which will be enforceable by the ROW Manager. Aligned the ROW Ordinance and the Master Fee Chart and add travel lane penalty.

Public Inconvenience Penalty

Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion of work or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.

Type of Facility	Unit of Cost	Penalty (per day)			
		31-75 days	79-90 days	90-100 days	100+ days
Sidewalk	Per sf	$0.0026	$0.0052	$0.0078	$0.0104
Driveway	Per each	$39	$78	$117	$156

- Condensed ROW related sections of the Code of Ordinances:
  - Removes Article 3.10 “Building Regulations”
  - Adds necessary text for improved maintenance of the ROW and requirements for work in the Public ROW

QUESTIONS?

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Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Kimberly Brawner, Assistant City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Kimberly Brawner
Date:	October 8, 2024
Re:	2025 Capital Improvement Plan

Action Requested:
Discussion of FY 2025 - FY 2029 Capital Improvement Plan (Brawner, Stovall)

Background Information:
The City of Celina establishes an annual capital improvement project (CIP) list each year to identify where funds should be spent. The projects include drainage, water, wastewater, roadways, emergency services, parks, facilities, and information technology. This year, staff is presenting Council a five-year CIP. This will provide both a detailed review of the projects proposed for FY 2025 and a review of the upcoming capital projects in the five-year planning window. At the request of Mayor Tubbs, staff will also provide a review of a potential general obligation bond issuance.

Staff is seeking Council feedback regarding the proposed five-year CIP. Based on Council feedback, the FY 2025 - FY 2029 CIP will be added to the November 2024 Council meeting for adoption.

Legal Review:
N/A

Supporting Documents:
1. 2025 CIP Projects 10.03.24

Financial Consideration:

Funding is available in the FY 2025 current budget for projects financed through various existing funds. Projects fund through FY 2025 certificate of obligation bonds will not begin until city council authorizes the expenditure and funds are available.

Staff Recommendation:

Staff is seeking Council feedback and direction regarding the proposed FY 2025 - FY 2029 CIP.

2025 CAPITAL IMPROVEMENT PROGRAM UPDATE

October 8, 2024

2025 FINANCE

CAPITAL IMPROVEMENT PROGRAM DRIVERS

Fastest Growing City in America

- The City's population is projected to increase by **11,015** from 43,039 to **54,054** in FY 2025
- On pace to issue more than 2,600 single family home permits for FY 2024, up from 2,220
- Increasing demand for services for development-related operations, public safety and infrastructure

Meeting Today's Needs while Planning for the Future

- Budget prepared based on the guiding principles established in City's Strategic Plan, Comprehensive Plan, and Core Values

Fiscal Responsibility

- Five-Year Capital Improvement Program providing Capital projects and identifying source of funds
- Providing a rate forecast for term of 5-year program

SOURCES OF FUNDS FOR THE 5 YEAR CIP

Certificates of Obligation Bonds
- General (including CDC)
- Water Wastewater

General Obligation Bonds – Requiring Voter Authorization

Internal Capital Funds " Streets":

- Fund 106 Street Construction Fund
- Fund 107 Roadway Impact Fees
- Fund 121 Roadway Capital Recovery Fees

SOURCES OF FUNDS FOR THE 5 YEAR CIP

Internal Capital Funds "Parks, Technology, Other":

- Fund 109 Park Fees
- Fund 122 Technology Fund
- Fund 123 Integrity Fund
- Fund 311 TIRZ 11

Internal Capital Funds " Water Wastewater Drainage":

- Fund 206 Utility Impact Fees
- Fund 208 Drainage Fund
- Fund 209 Water Capital Recovery Fees
- Fund 210 Sewer Capital Recovery Fees

CERTIFICATES OF OBLIGATION

The city has utilized Certificates of Obligation bonds annually to assist with development of infrastructure projects necessary to manage the growth and ongoing service demands.

Certificates of Obligation receive input and approval from City Council. The five-year forecast was built with the following assumptions for issuance:

General Debt:
FY2025: $80M plus $10M CDC
FY2026: $75M
FY2027: $55M plus $10M CDC
FY2028: $40M
FY2029: $55M

Water Wastewater Debt:
FY2025: $62.9M
FY2026: $61.3M
FY2027: $60.9M
FY2028: $53.8M
FY2029: $9.3M

2025 PROJECTS

TOTAL FY 25 GENERAL & UTILITY PROJECTS

Project	Budget (in millions)
Utilities	$76.0
Public Safety	$11.9
Information Technology	$3.0
Parks	$42.1
Roadway	$42.9
Facilities	$21
Total in millions	$196.9

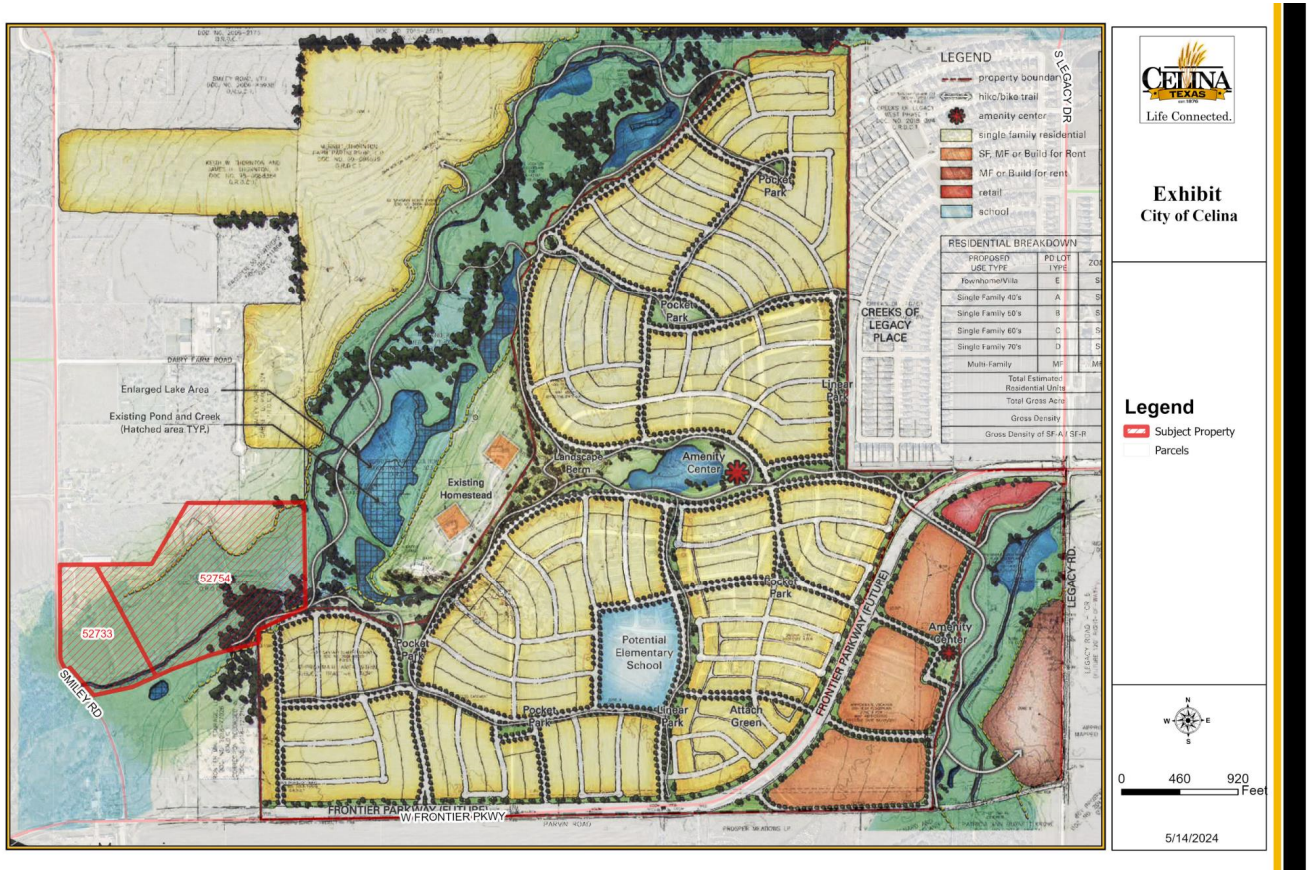
DRAINAGE PROJECTS

DC RANCH – PHASE 3

Final project per 2020 Agreement

Total Projected Cost: TBD
FY 2025 Cost: $300K
Status: Design

HYDROLOGIC STUDY FOR PARVIN WWTP



Projected Cost: TBD
FY 2025 Cost: $450K
Status: Study

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FIVE YEAR CIP - DRAINAGE

CIP 5-YEAR - DRAINAGE	2025	2026	2027	2028	2029
DC RANCH PHASE III DRAINAGE REPAIRS	$ 300,000				
H&H STUDY FOR SMILEY ROAD	$ 450,000				
ANNUAL MAINTENANCE REPAIRS	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000
TOTALS	**$ 1,500,000**	**$ 750,000**	**$ 750,000**	**$ 750,000**	**$ 750,000**

FUNDING SOURCES	FY 25 BUDGET
DRAINAGE FUND	$ 1,500,000

IT PROJECTS

DOWNTOWN WIFI & FIBER PROJECTS

Design and expansion of WIFI includes extending the coverage within Downtown area:

- Downtown Center
- Parking Garage
- North Oklahoma, Malone and Beech proximity

Total Projected Cost: $500k
FY 2025 Cost: $300K
Status: Design

Fiber Phase 4:

- Senior Center and Parks Administration
- Sunset pump station
- Legacy Hills WRF

Total Projected Cost: $1.5M
FY 2025 Cost: $1.5M
Status: Design

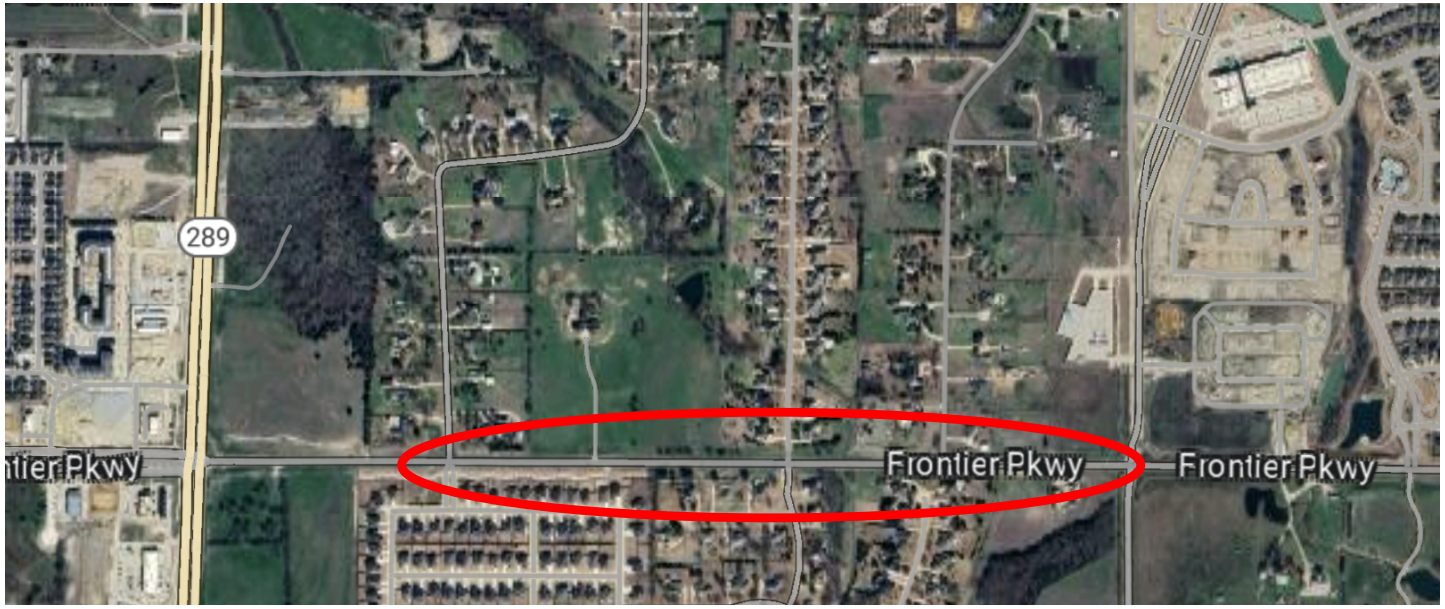
FIVE YEAR CIP - IT

CIP 5-YEAR - INFORMATION TECHNOLOGY	2025	2026	2027	2028	2029
ANNUAL FIBER ALLOCATION	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000
DOWNTOWN WIFI EXPANSION	$ 500,000				
CAMERA REFRESH	$ 200,000	$ 150,000			$ 270,000
IT ENTERPRISE -FACILITIES UPGRADES	$ 400,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000
CITY COUNCIL CHAMBERS TECH UPGRADE	$ 250,000	$ 250,000			
AUDIO/VISUAL REFRESH	$ 170,000		$ 130,000	$ 40,000	$ 580,000
PRIMARY DATA CENTER REFRESH			$ 1,500,000		
NETWORK/FIREWALL REFRESH			$ 1,250,000	$ 1,250,000	
DATACENTER REFRESH				$ 1,500,000	
WIRELESS NETWORK REFRESH				$ 411,234	
TRAFFIC MANAGEMENT CENTER				$ 2,000,000	
CID STORAGE REFRESH					$ 300,000
TOTALS	**$ 3,020,000**	**$ 2,200,000**	**$ 4,680,000**	**$ 7,001,234**	**$ 2,950,000**

FUNDING SOURCES	FY 25 BUDGET
2025 BOND FUNDS	$ 2,000,000
TECHNOLOGY FUNDS	$ 1,020,000
TOTAL	**$ 3,020,000**

WATER PROJECTS

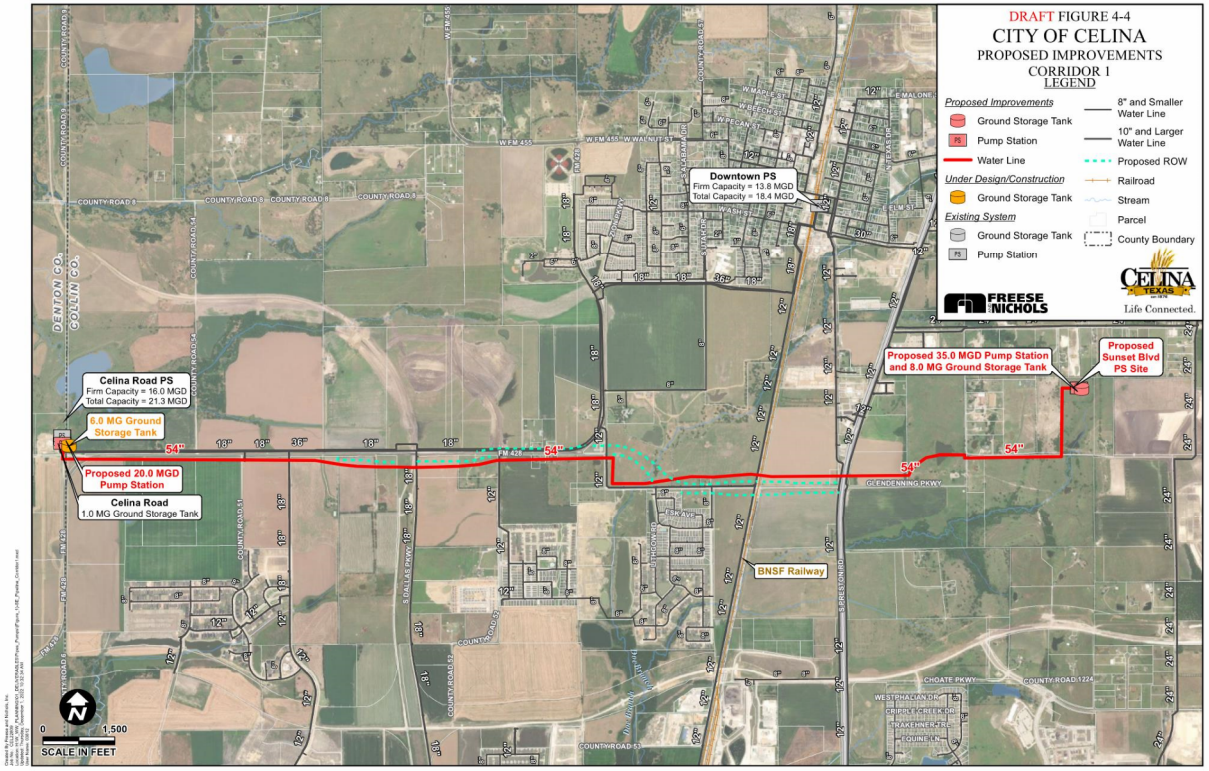
12” WATERLINE ON FRONTIER PWKY – PRESTON TO COIT



Total Projected Cost: $2.6M
FY 2025 Cost: $2.15M
Status: Design

HIGH PRESSURE PUMP STATION

Multiple Projects



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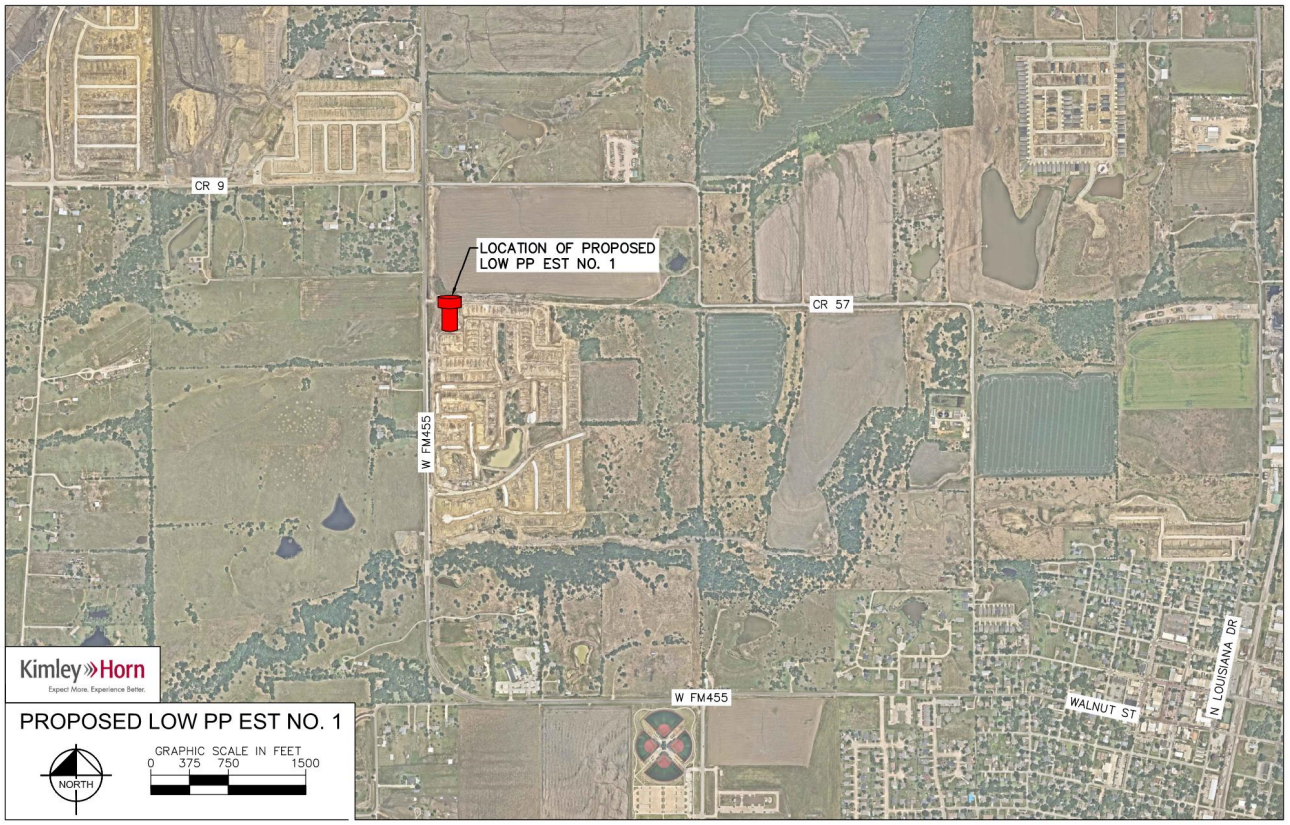
Total Projected Cost: $176M
FY 2025 Cost: $37M
Status: Design

3.0 MG ELEVATED STORAGE TANK



Total Projected Cost: $14.6M
FY 2025 Cost: $1.5M
Status: Design

DOWNTOWN WATER IMPROVEMENTS

Total Projected Cost: $5M
FY 2025 Cost: $1M
Status: Design

FIVE YEAR CIP - WATER

CIP 5-YEAR -WATER	2025	2026	2027	2028	2029
12" WL FRONTIER PKWY-PRESTON TO COIT	$ 2,150,000				
SE PUMP STATION & TRANSMISSION LINE	$ 22,000,000	$ 22,000,000			
CCN ACQUISITION FROM MARILEE	$ 1,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000
SE GROUND STORAGE TANK	$ 7,500,000	$ 6,500,000	$ 1,500,000		
RELO OF 12" AND 36" WL ALONG FM428	$ 5,700,000				
8" WL KRISTINA COURT	$ 500,000				
3.0 MG ELEVATED STORAGE TANK	$ 1,500,000		$ 13,050,000		
DOWNTOWN WATER IMPROVEMENTS	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
54" WL GLENDENNING PKWY-PUMP ST-DNT	$ 1,800,000				
54" WL DALLAS PKWY-CELINA RD TO J FRED			$ 11,350,000		
54" WL GLENDENNING PKWY-DNT TO FM428			$ 2,000,000		
DECOMMISSIONING OF DOWNTOWN PUMP ST			$ 1,000,000		
CELINA ROAD GST #2			$ 8,000,000	$ 8,000,000	
24" WL ON J FRED FROM PRESTON TO COIT				$ 4,207,060	
12" WL ALONG DNT-PUNK CARTER TO AVILLA				$ 200,000	$ 2,500,000
CELINA RD PUMP STATION (DESIGN FY24 CO)				$ 23,500,000	
24" WL ON GA MOORE FROM COIT TO CUSTER				$ 892,940	$ 4,800,000
TOTALS	**$ 43,150,000**	**$ 31,500,000**	**$ 39,900,000**	**$ 39,800,000**	**$ 10,300,000**

FUNDING SOURCES	FY 25 BUDGET
2025 BOND FUNDS	$ 40,350,000
WATER CAPITAL FEES	$ 2,800,000
TOTAL	**$ 43,150,000**

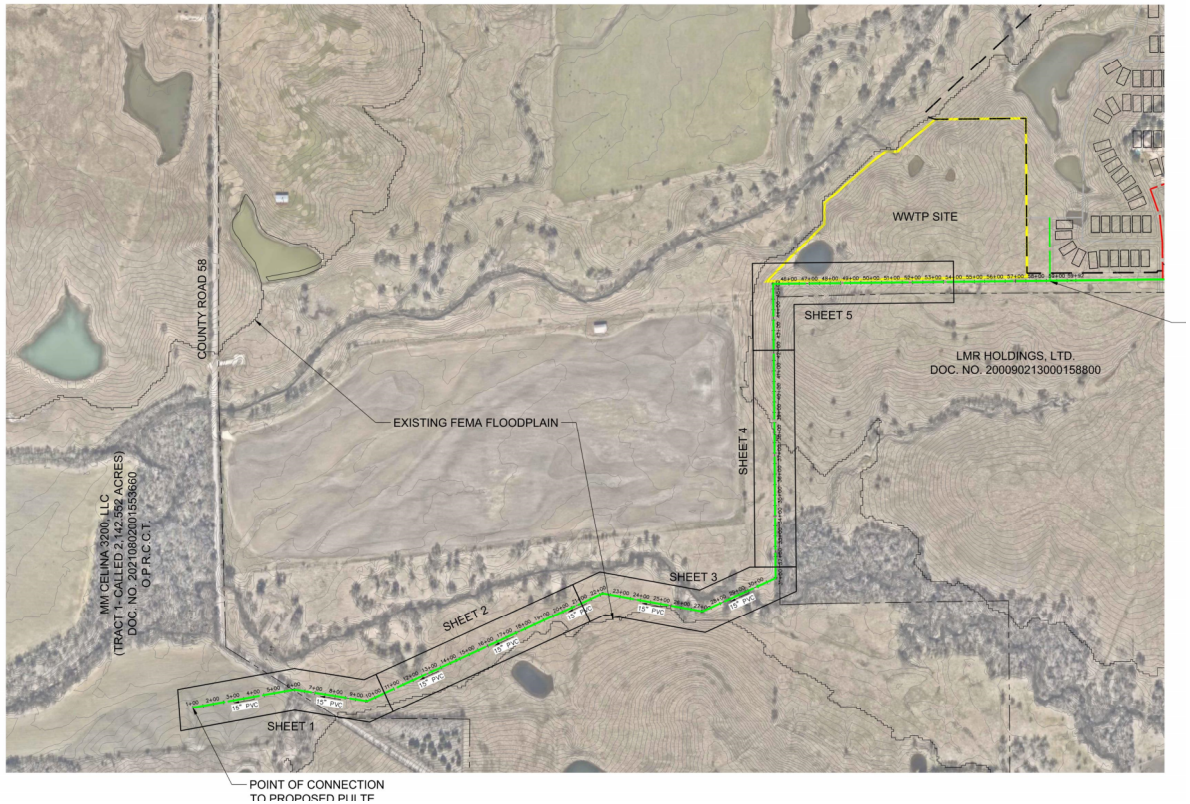
WASTEWATER PROJECTS

DOWNTOWN WWTP EXPANSION

0.95 MGD to 2.0 MGD

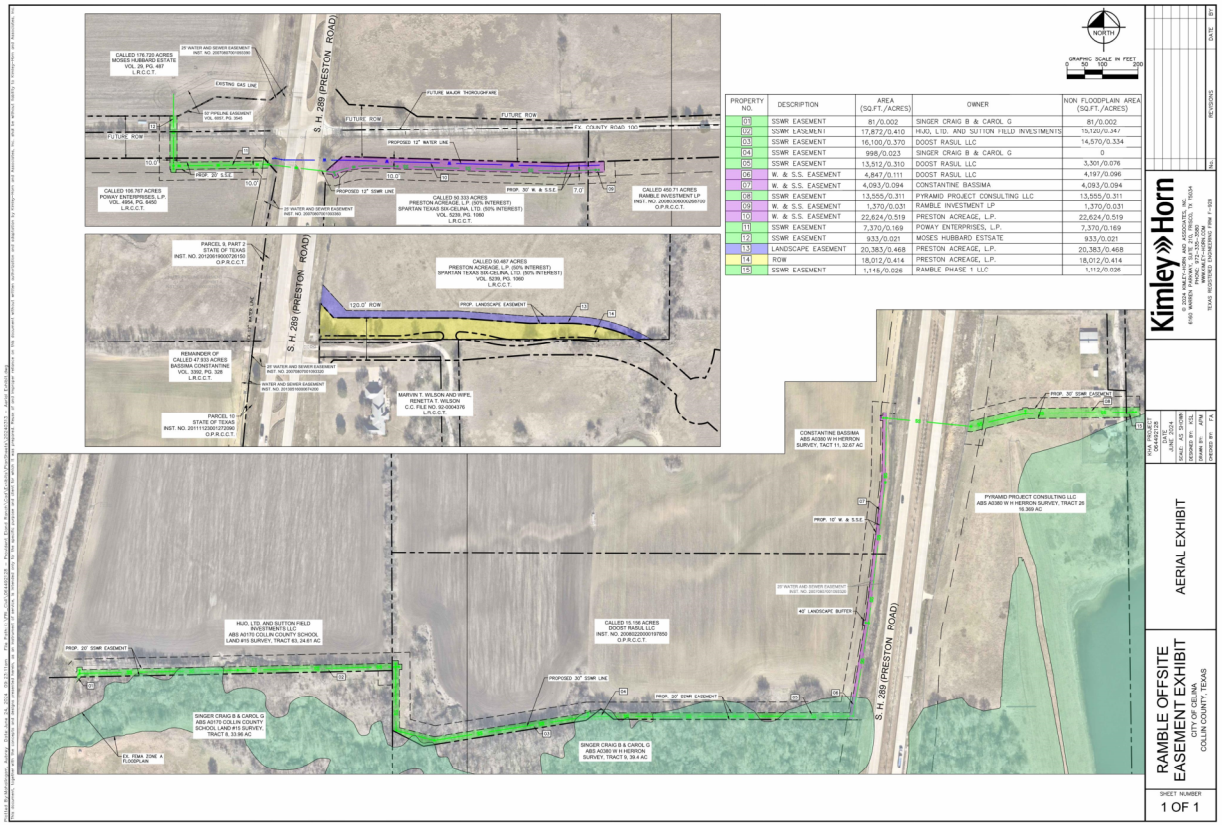
Total Projected Cost: $50.8M
FY 2025 Cost: $20M
Status: Design

RASOR SEWER INTERCEPTOR



Total Projected Cost: $2.8M
FY 2025 Cost: $2.5M
Status: Design

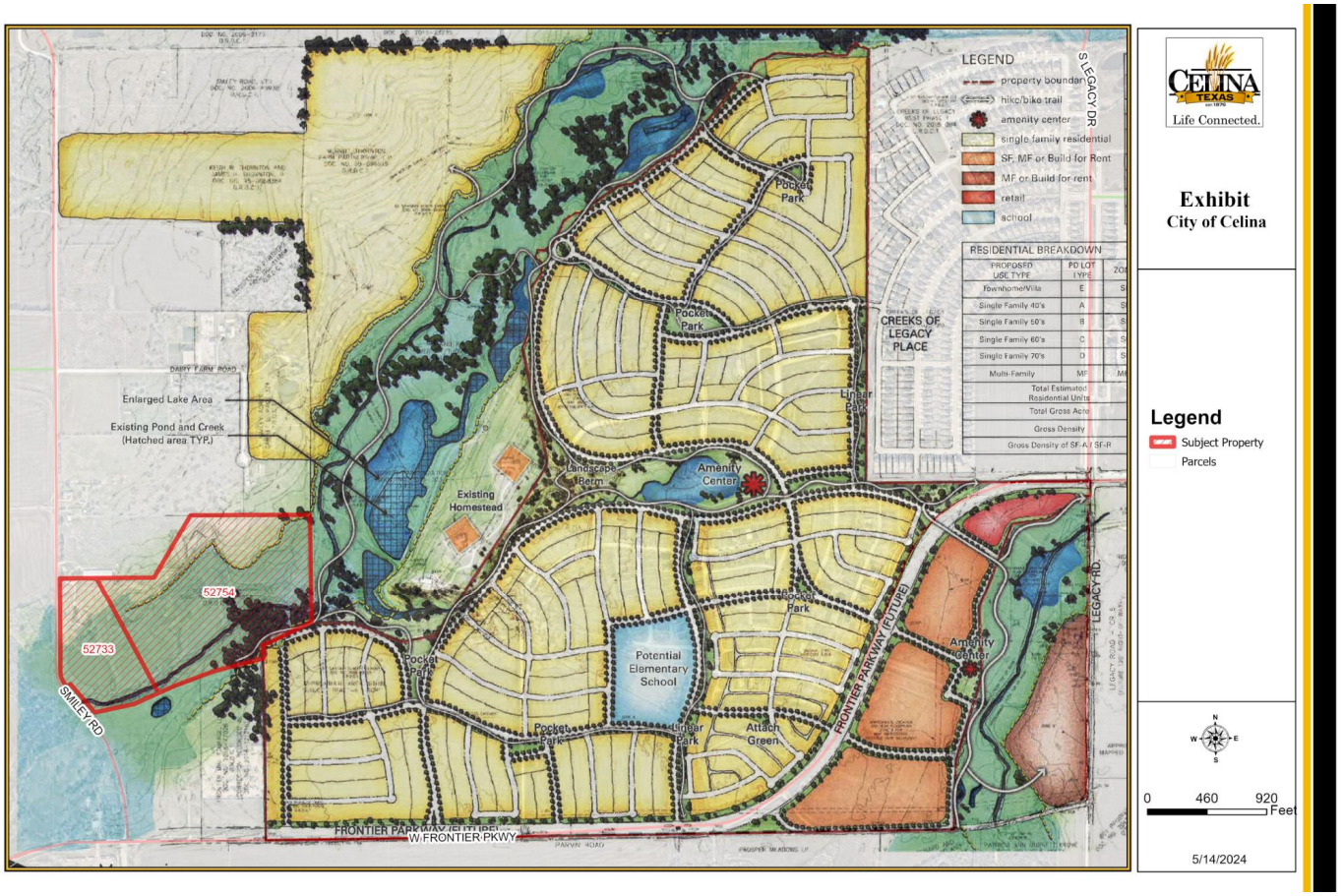
RAMBLE OVERSIZE



PROPERTY NO.	DESCRIPTION	AREA (SQ.FT./ACRES)	OWNER	NON FLOODPLAIN AREA (SQ.FT./ACRES)
01	SSWR EASEMENT	81/0.002	SINGER CRAIG B & CAROL G	81/0.002
02	SSWR EASEMENT	17,872/0.410	HIJO, LTD. AND SUTTON FIELD INVESTMENTS	15,120/0.347
03	SSWR EASEMENT	16,100/0.370	DOOST RASUL LLC	14,570/0.334
04	SSWR EASEMENT	998/0.023	SINGER CRAIG B & CAROL G	0
05	SSWR EASEMENT	13,512/0.310	DOOST RASUL LLC	3,301/0.076
06	W. & S.S. EASEMENT	4,847/0.111	DOOST RASUL LLC	4,197/0.096
07	W. & S.S. EASEMENT	4,093/0.094	CONSTANTINE BASSIMA	4,093/0.094
08	SSWR EASEMENT	13,555/0.311	PYRAMID PROJECT CONSULTING LLC	13,555/0.311
09	W. & S.S. EASEMENT	1,370/0.031	RAMBLE INVESTMENT LP	1,370/0.031
10	W. & S.S. EASEMENT	22,624/0.519	PRESTON ACREAGE, L.P.	22,624/0.519
11	SSWR EASEMENT	7,370/0.169	POWAY ENTERPRISES, L.P.	7,370/0.169
12	SSWR EASEMENT	933/0.021	MOSES HUBBARD ESTSATE	933/0.021
13	LANDSCAPE EASEMENT	20,383/0.468	PRESTON ACREAGE, L.P.	20,383/0.468
14	ROW	18,012/0.414	PRESTON ACREAGE, L.P.	18,012/0.414
15	SSWR EASEMENT	1,115/0.026	RAMBLE PHASE 1 LLC	1,112/0.026

Total Projected Cost: TBD
FY 2025 Cost: $2.9M
Status: Design

PARVIN WWTP LAND PURCHASE



Total Projected Cost: $4M
FY 2025 Cost: $4M
Status: Permit Acquisition

DOWNTOWN WASTEWATER IMPROVEMENTS

Total Projected Cost: $4.7M
FY 2025 Cost: $750k
Status: Design

FIVE YEAR CIP - WASTEWATER

CIP 5-YEAR -FACILITIES	2025	2026	2027	2028	2029
DOWNTOWN WWTP PHASE II	$ 20,000,000	$ 30,800,000			
RAMBLE OVERSIZE	$ 2,900,000				
RAINWATER OVERSIZE	$ 500,000				
UTILITY OVERSIZING	$ 700,000				
PARVIN WWTP LAND PURCHASE	$ 4,000,000				
RASOR SEWER INTERCEPTOR	$ 2,500,000				
DOWNTOWN SEWER IMPROVEMENTS	$ 750,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
LEGACY HILLS WWTP		$ 10,000,000	$ 20,000,000	$ 10,000,000	
PARALLEL DOE BRANCH INTERCEPTOR			$ 10,000,000	$ 6,250,000	$ 6,250,000
DOWNTOWN SEWER - PERMANENT CITY HALL				$ 4,000,000	
PARKSIDE LIFT STATION IMPROVEMENTS				$ 1,000,000	
TOTALS	**$ 31,350,000**	**$ 41,800,000**	**$ 31,000,000**	**$ 22,250,000**	**$ 7,250,000**

FUNDING SOURCES	FY 25 BUDGET
2025 BOND FUNDS	$ 22,500,000
UTILITY IMPACT FEES	$ 8,100,000
SEWER CAPITAL FEES	$ 750,000
TOTAL	**$ 31,350,000**

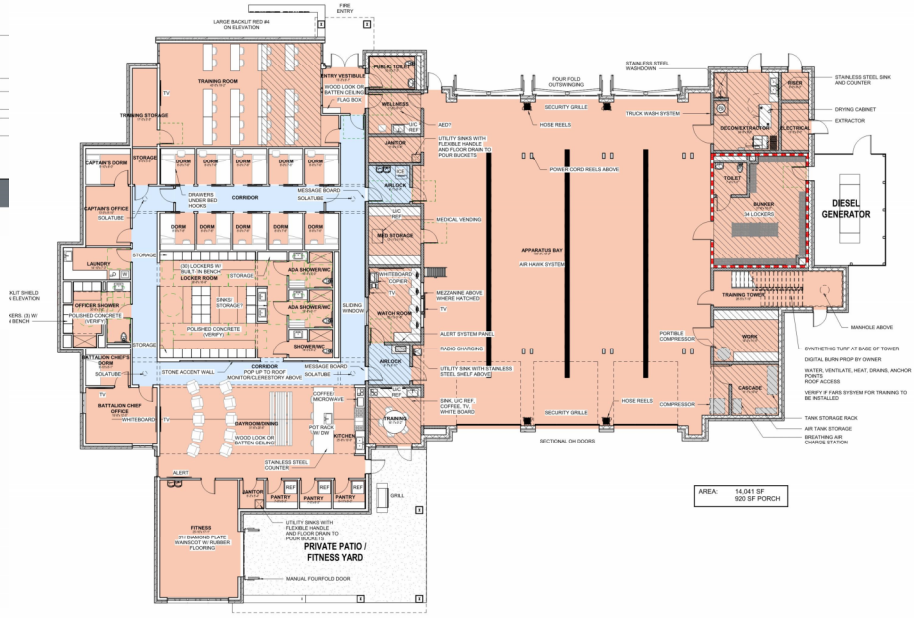
PUBLIC SAFETY

FIRE STATION #4

Preliminary Concept

1 Schematic North Elevation - Hip Roof
1/8" = 1'-0"

2 Schematic West Elevation - Hip Roof
1/8" = 1'-0"



Total Projected Cost: $10M
FY 2025 Cost: $9M
Status: Design

FIRE STATION #4 EQUIPMENT

Total Projected Cost: $2.6M
FY 2025 Cost: $2.6 M
Status: Acquisition

FIVE YEAR CIP – PUBLIC SAFETY

CIP 5-YEAR - PUBLIC SAFETY	2025	2026	2027	2028	2029
FIRE STATION #4 - AMBULANCE	$ 600,000				
FIRE STATION #4 - FIRE TRUCK	$ 2,000,000				
FIRE STATION #4	$ 9,000,000				
EMERGENCY SIRENS	$ 250,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
PERMANENT FIRE STATION #2		$ 1,980,000		$ 13,200,000	
FIRE TRUCK #2 - TILLER			$ 3,500,000		
SECONDARY FIRE STATION #1 - FIRE TRUCK			$ 2,000,000		
FIRE STATION #5 - FIRE TRUCK				$ 2,000,000	
FIRE STATION #5 - AMBULANCE					$ 750,000
FIRE STATION #5					$ 1,260,000
TOTALS	**$ 11,850,000**	**$ 2,080,000**	**$ 5,600,000**	**$ 15,300,000**	**$ 2,110,000**

FUNDING SOURCES	FY 25 BUDGET
2025 BOND FUNDS	$ 11,600,000
INTEGRITY FUND	$ 250,000
TOTAL	**$ 11,850,000**

PARK PROJECTS

OUSLEY PARK DEVELOPMENT

Phase 1: Senior Citizen Center

Phase 2: Stream Restoration & 12' trail

Phase 3A: Parks Administration

Phase 3B: Deconstructed pavilion (indoor)

Phase 4: Park development

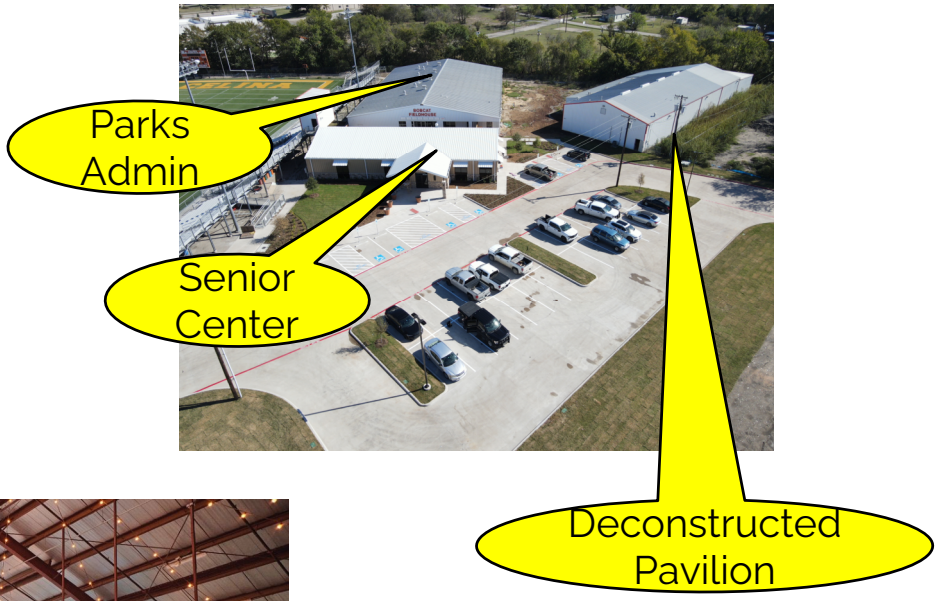
OUSLEY PARK - STREAM RESTORATION PH 2

Total Projected Cost: $14M
FY 2025 Cost: $7.8M
Status: Design

OUSLEY PARK - PARKS ADMIN – PH 3A

Total Projected Cost: $11M
FY 2025 Cost: $7M
Status: Design

OUSLEY PARK – PH 3B PAVILION

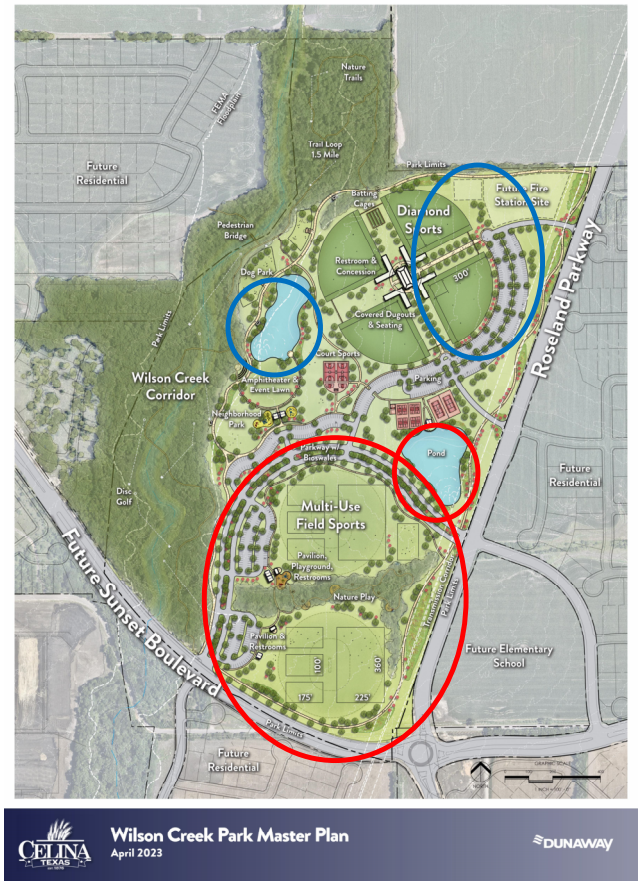


Total Projected Cost: $5M
FY 2025 Cost: $2M
Status: Design

OUSLEY PARK – PH 4 PARK DEVELOPMENT

Total Projected Cost: $20M
FY 2025 Cost: $7M
Status: Design

WILSON CREEK PARK – PH 1 & PH 2



- Phase 1:
  - Multi-use fields
  - Nature play
  - 2 lanes of ring road
  - Concession & restrooms
- Phase 2
  - 2 astroturf baseball fields
  - Concession stand & restrooms
  - 2 pond
- Phase 3
  - 2 astroturf baseball fields
  - sports courts
  - Restrooms
- Phase 4:
  - Trails
  - Dog Parks
- Phase 5:
  - Special Event Lawn
  - 2 lanes of ring road

Total Projected Cost: $60M
FY 2025 Cost: $12.2M
Status: Design

DOWNTOWN SQUARE RECONSTRUCTION

Total Projected Cost: $20M
FY 2025 Cost: $400k
Status: Public Input

OLD CELINA PARK TURF CONVERSION

Total Projected Cost: $6M
FY 2025 Cost: $1.5M
Status: Design

FIVE YEAR CIP – PARK

CIP 5-YEAR -PARK	2025	2026	2027	2028	2029
OUSLEY PARK - PHASE II	$ 7,820,000				
OUSLEY PARK - PHASE III-B	$ 2,000,000	$ 3,000,000			
OUSLEY PARK - PHASE IV	$ 7,000,000	$ 5,000,000	$ 8,000,000		
DOWNTOWN RECREATION CENTER/LAND	$ 10,000,000				
WILSON CREEK PARK - PHASE I	$ 12,200,000				
WILSON CREEK PARK - PHASE II	$ 500,000	$ 6,500,000	$ 12,000,000		
CHOATE MEDIAN LANDSCAPE	$ 500,000				
EARTHMAN PARK	$ 205,700				
DOWNTOWN SQUARE RECONSTRUCTION	$ 400,000	$ 1,600,000	$ 1,500,000		
OCP FIELD 3 TURF CONVERSION	$ 1,500,000				
OCP FIELD 1 TURF CONVERSION		$ 1,500,000			
OCP FIELD 2 TURF CONVERSION			$ 1,500,000		
OCP FIELD 4 TURF CONVERSION				$ 1,500,000	
KOCH PARK MASTER PLAN			$ 50,000	$ 50,000	
TOTALS	**$ 42,125,700**	**$ 17,600,000**	**$ 23,050,000**	**$ 1,550,000**	**$ -**

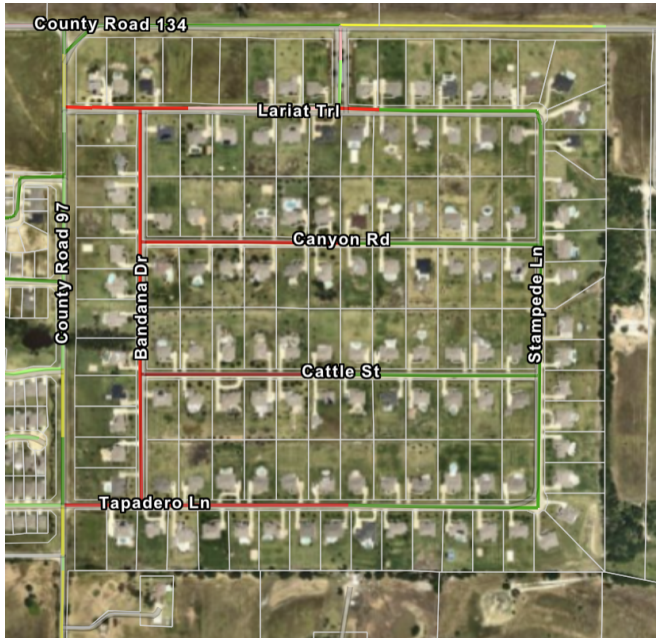
FUNDING SOURCES	FY 25 BUDGET
2025 BOND FUNDS	$ 29,520,000
PARK FEES	$ 2,205,700
CDC BOND	$ 10,000,000
TIRZ #11	$ 400,000
TOTAL	**$ 42,125,700**

EXISTING ROADWAY PROJECTS

PCI SCALE

Pavement Condition Index (PCI) Range	Condition Description	Centerline Miles	Percent of Network
86-100	Good	136.25	59.80%
71-85	Satisfactory	38.80	17.06%
56-70	Fair	13.57	5.97%
41-55	Poor	10.99	4.83%
26-40	Very Poor	11.57	5.08%
11-25	Serious	4.80	2.11%
0-10	Failed	0.41	0.18%
NULL	Unclassified	11.09	4.88%
	Total	**227.49**	**100%**

2025 ANNUAL STREET MAINTENANCE

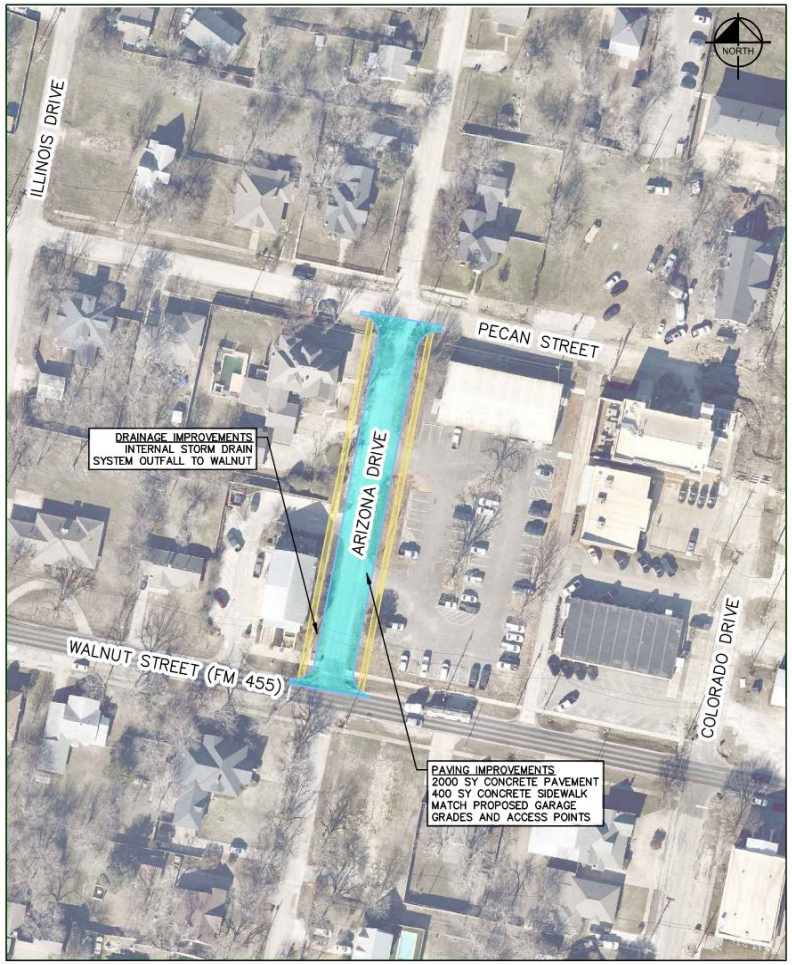


Roadway	Avg PCI
Bandana	32
Canyon	63
Cattle	57
Tapadero	52
Lariat	53
Stampede	86
AVG	52

Work	Cost
Street Repairs	$2.4 M
Crack sealant	$110k
Spot repair	$330k
Sidewalks	$82k
Striping	$83k
Microsurfacing	$825k
Panel Lifts w/ foam injection	$220k
Total	$4.1M

Total Projected Cost: $4.1M
FY 2025 Cost: $4M
Status: Design

ARIZONA DR – WALNUT TO PECAN



Segment	PCI
1516	27
AVG	27

Total Projected Cost: 3.1 M
FY 2025 Cost: $2.7M
Status: Design

ASH STREET – PRESTON TO OKLAHOMA[1]

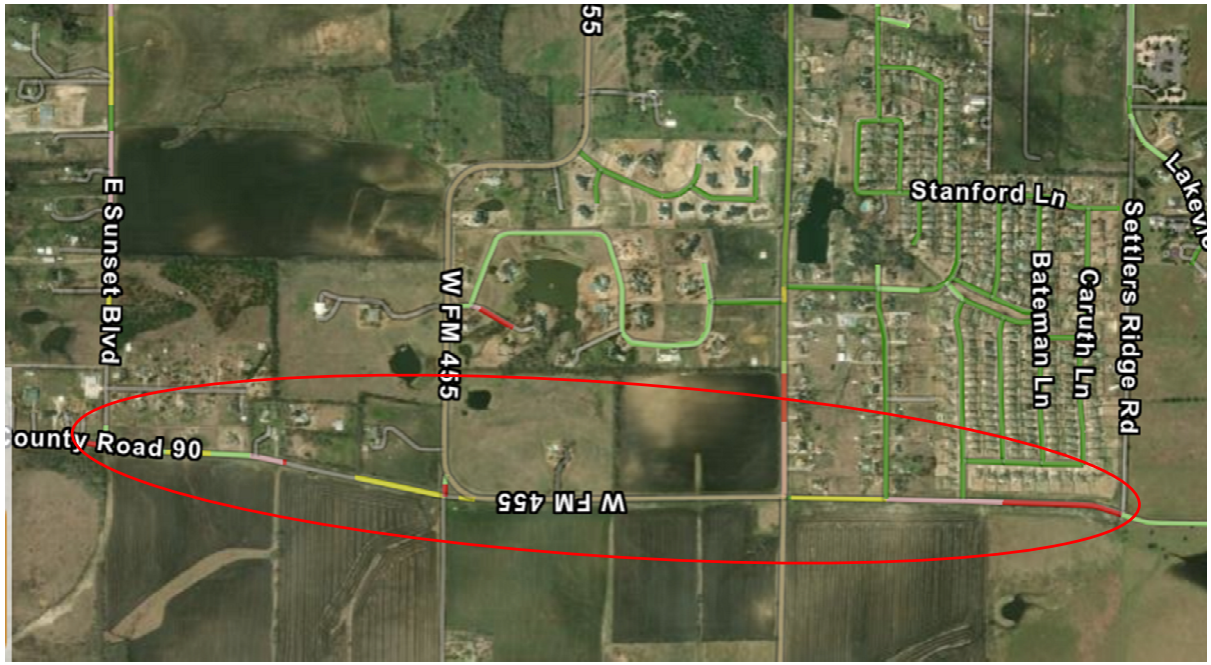
Segment	PCI
1498	72
1500	98
1505	84
1542	70
1543	90
1554	90
AVG	84

[1]Development Agreement obligation
[2] PCI ranking is on existing concrete street. This project will construct the other two lanes of Ash Street that do not exist today.

Total Projected Cost: $3.1M
Developer Cost: $1.1M
FY 2025 City Cost: $2.1M
Status: Design

COIT RD – RESURFACING

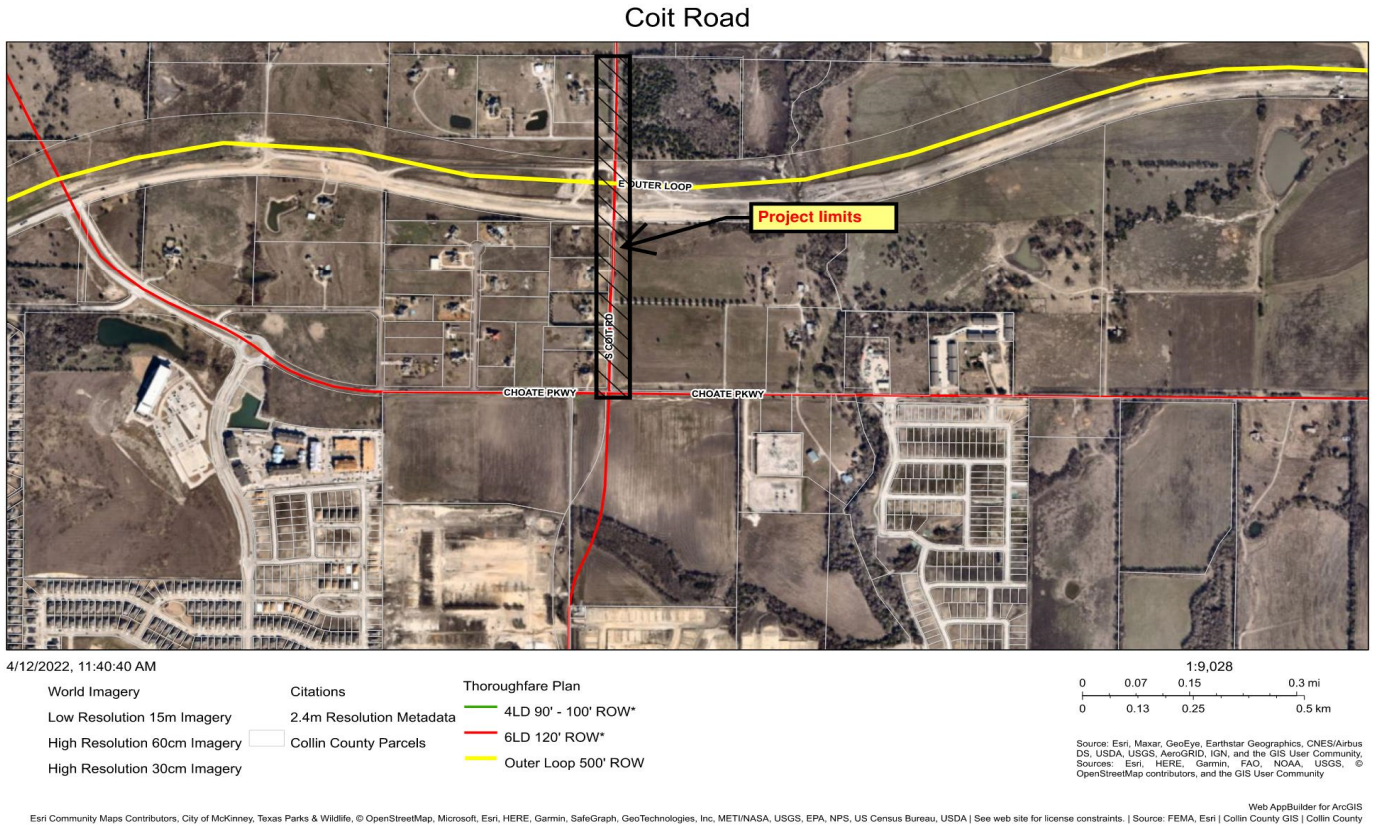
(SUNSET TO J FRED SMITH)



Segment	PCI
1672	43
1676	68
1742	58
1765	43
1766	35
1767	28
1768	55
1769	45
1816	81
1819	37
1848	82
1901	60
AVG	53

Total Projected Cost: $10.7 M
Collin County Cost: $7.5M
City Cost: $3.2M
FY 2025 Cost: $3.2M
Status: Design

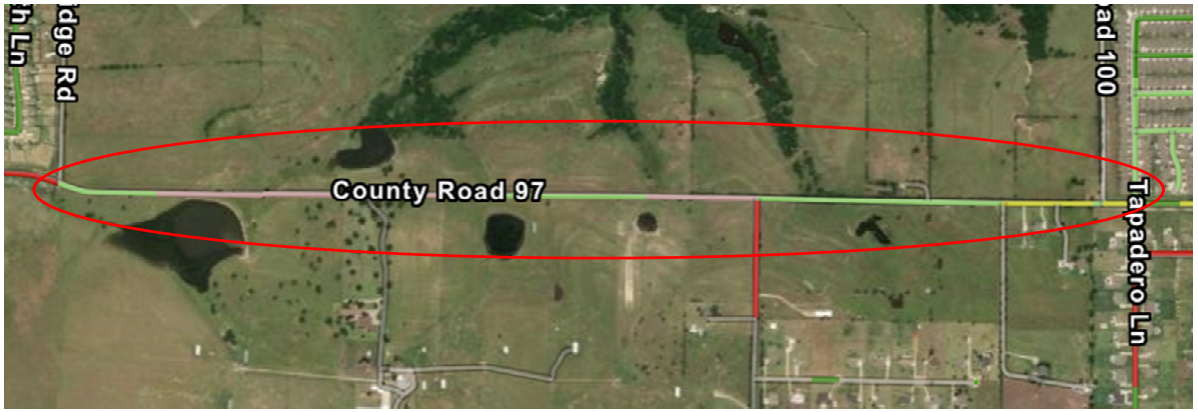
COIT RD – CHOATE TO OUTER LOOP



Segment	PCI
1665	29
1845	63
1785	49
AVG	47

Total Projected Cost: $3M
FY 2025 Cost: $3M
Status: Design

COIT RD – J FRED SMITH TO GA MOORE[1]



[1]Development Agreement obligation

Segment	PCI
1677	54
1692	74
1761	55
1762	71
1763	41
1804	61
1805	59
1806	63
1834	76
2294	74
2326	25
AVG	59

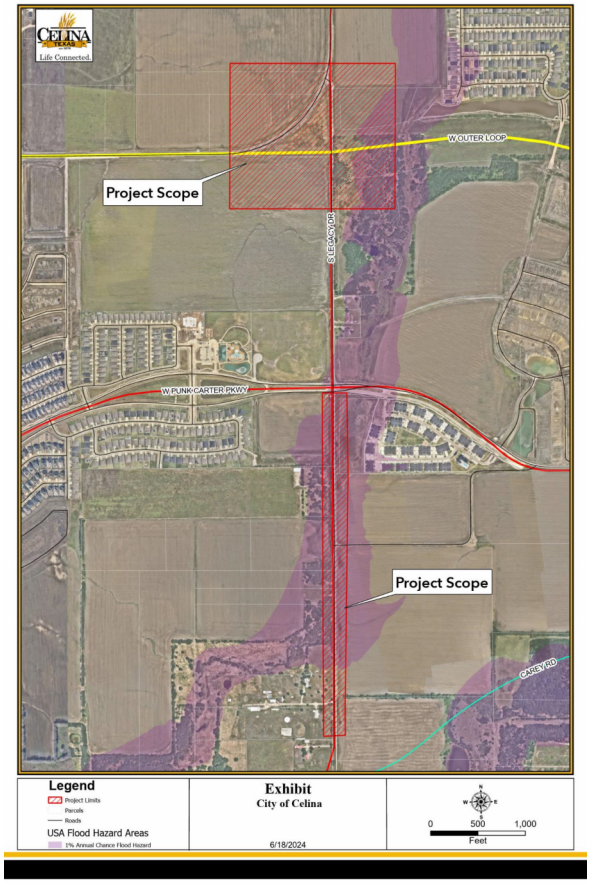
Total Projected Cost: $6.2M
Developer Cost: $1.1M
City Cost: $5.1M
FY 2025 Cost: $3.1M
Status: Design

HILLSIDE DR – MARYLAND TO END

Segment	PCI
1471	23
AVG	23

Total Projected Cost: $1.5M
FY 2025 Cost: $1.5M
Status: Design

LEGACY DR – OUTER LOOP TO CAREY



Total Projected Cost: TBD
FY 2025 Cost: $3M
Status: Design

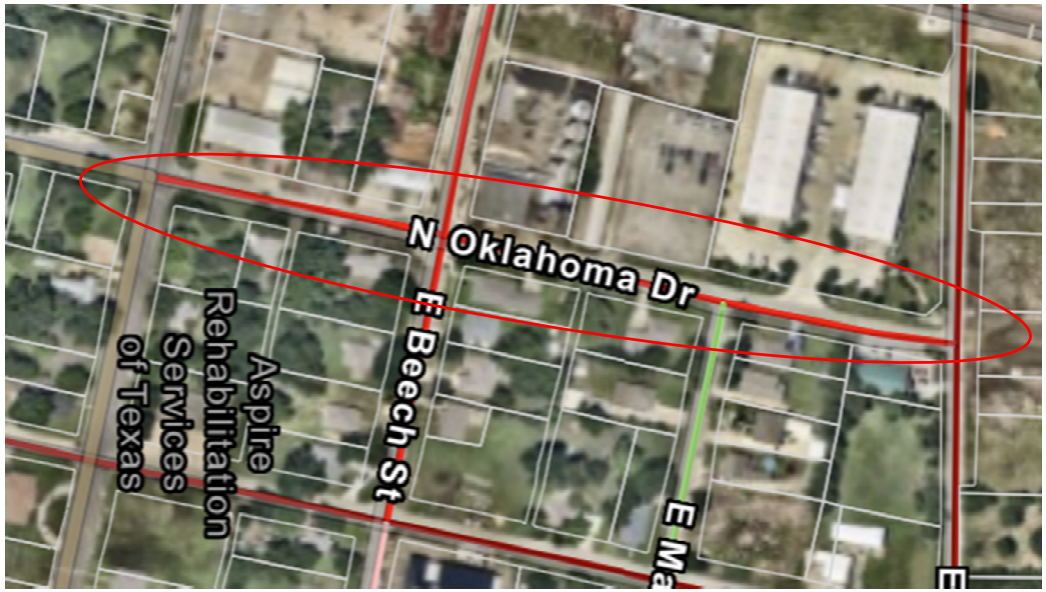
Segment	PCI
2140	77
2141	74
2142	86
2144	66
2145	53
2146	68
2154	54
2158	83
2161	79
2162	89
2163	86
2165	68
2166	48
AVG	72

S OHIO & S LOUISIANA SOUTH OF ASH STREET

Street	PCI
S Ohio – W Ash to S end	31
S Louisiana W Ash to S end	41

Total Projected Cost: $1M
FY 2025 Cost: $100K
Status: Design

OKLAHOMA – PECAN TO MALONE

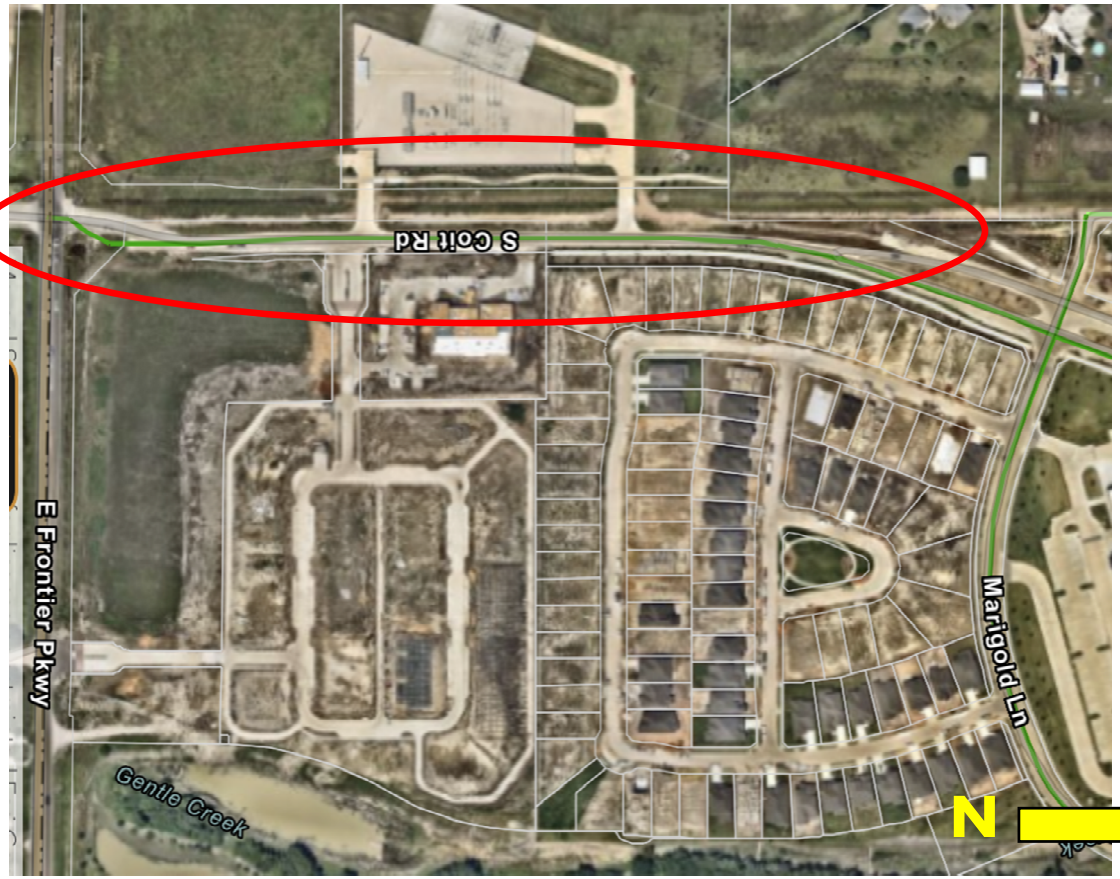


Segment	PCI
Pecan to Beech	36
Beech to Maple	39
Maple to Malone	32
AVG	36

Total Projected Cost: $2.2M
FY 2025 Cost: $2.2M
Status: Design

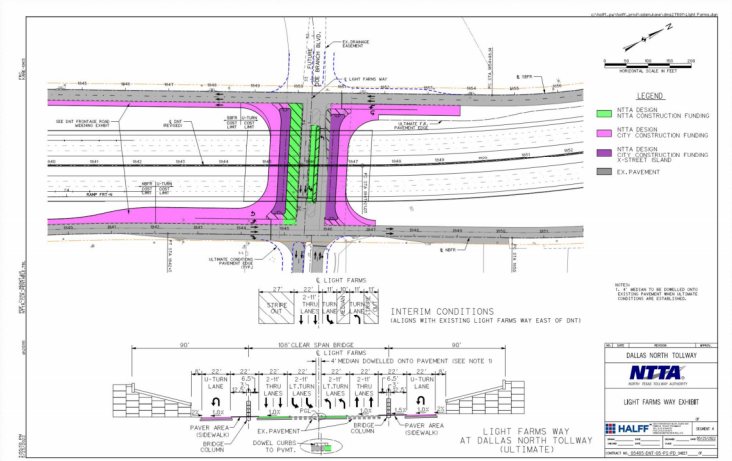
NEW ROADWAY PROJECTS

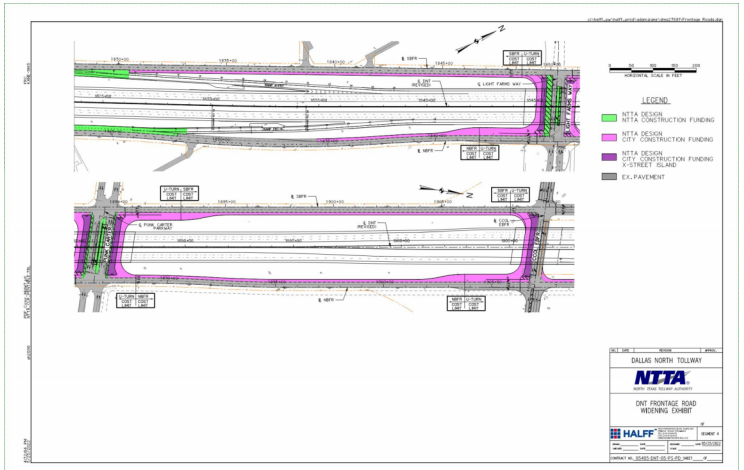
COIT RD – FRONTIER TO MARIGOLD

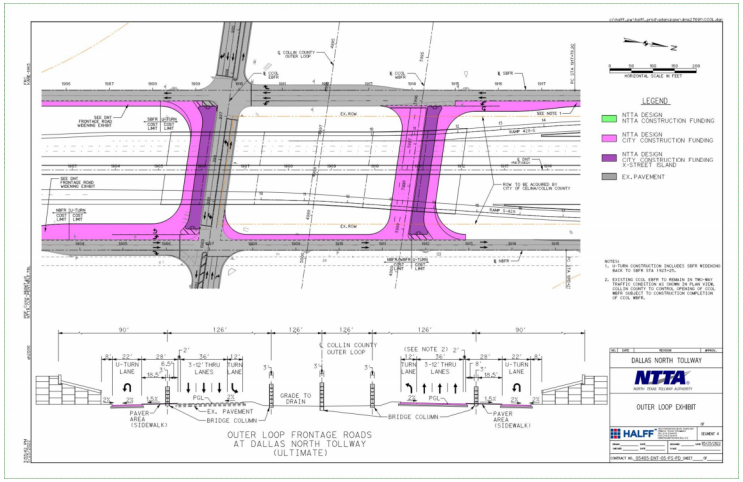


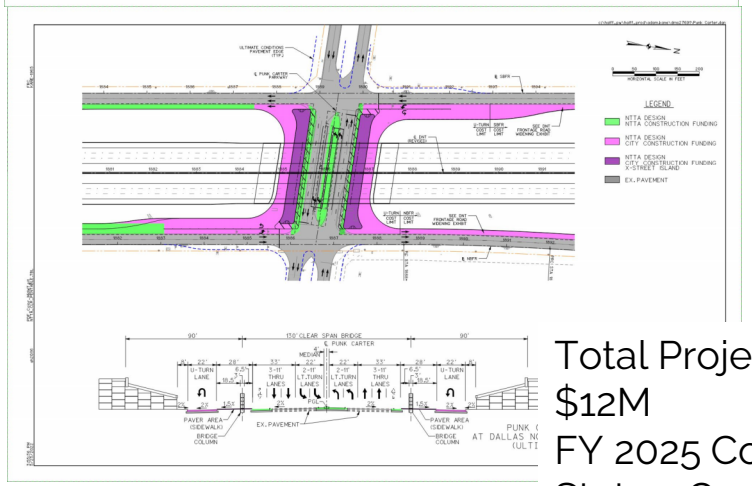
Total Projected Cost: $4.0M
FY 2025 Cost: $1.3M
Status: Design

DNT INTERSECTION IMPROVEMENTS



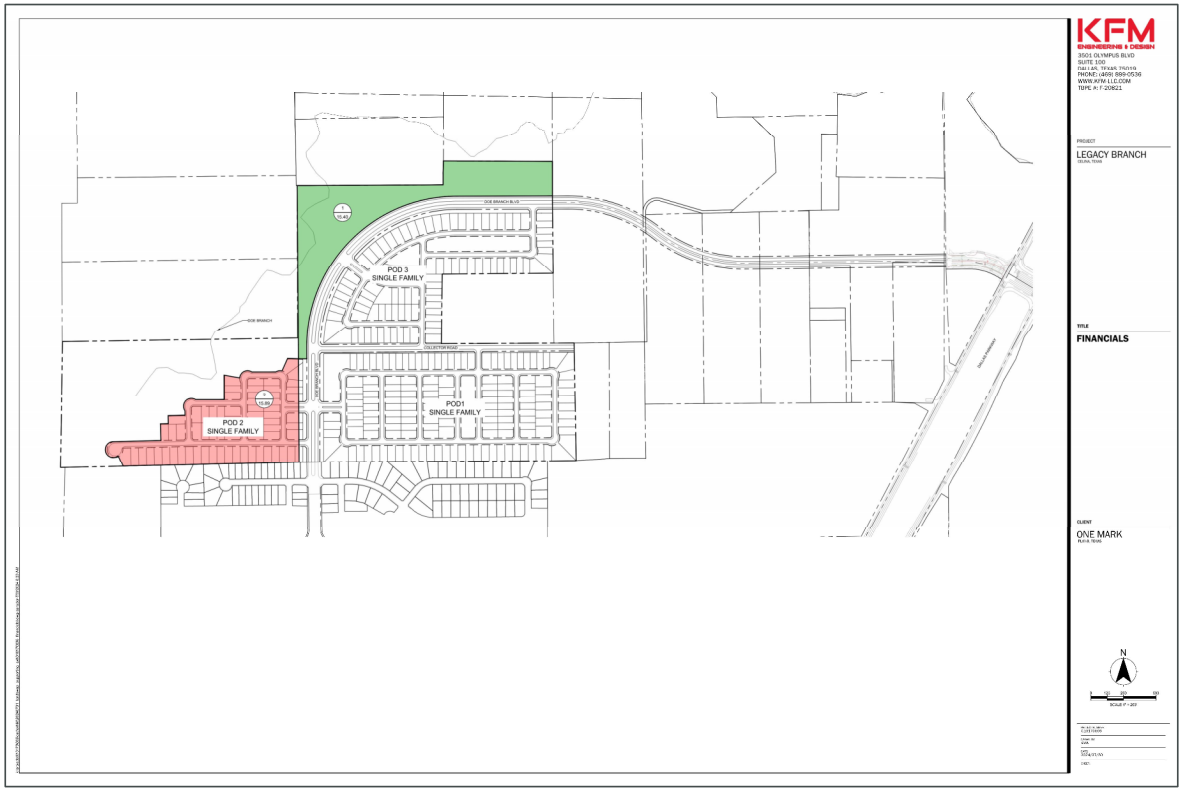






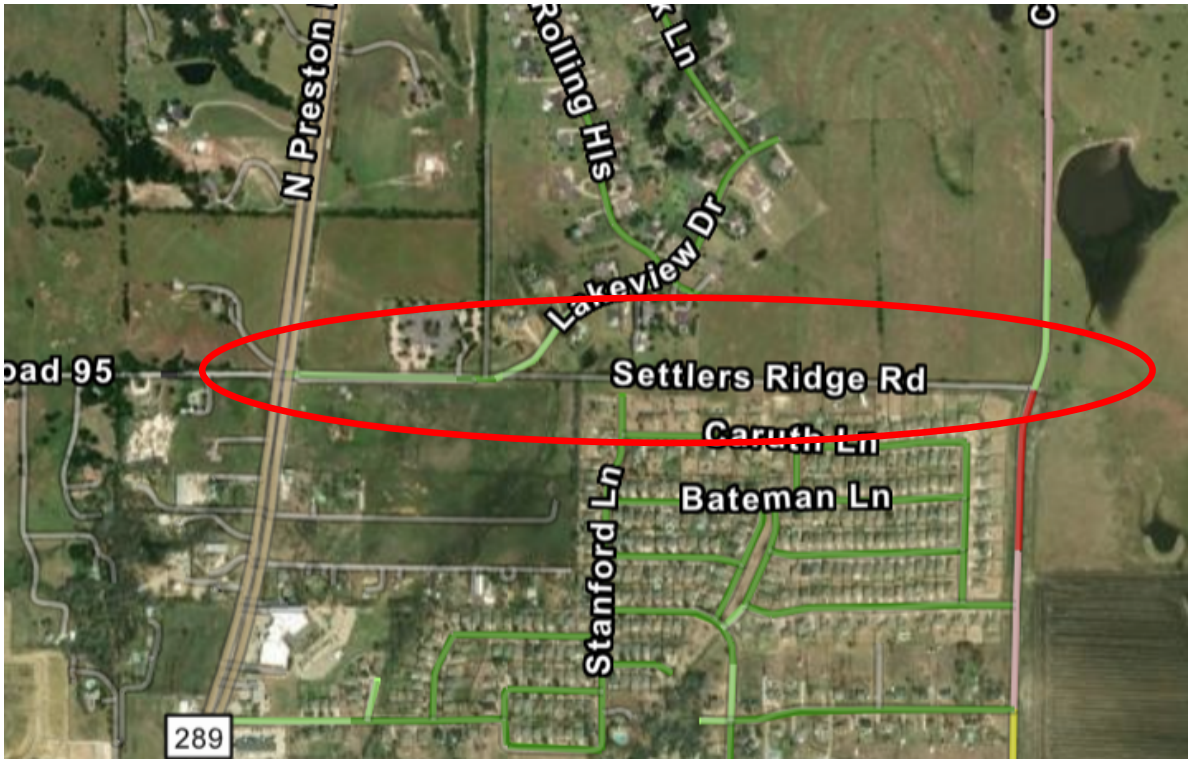
Total Projected Cost: $12M
FY 2025 Cost: $4.3M
Status: Construction

DOE BRANCH – DNT TO CR 50



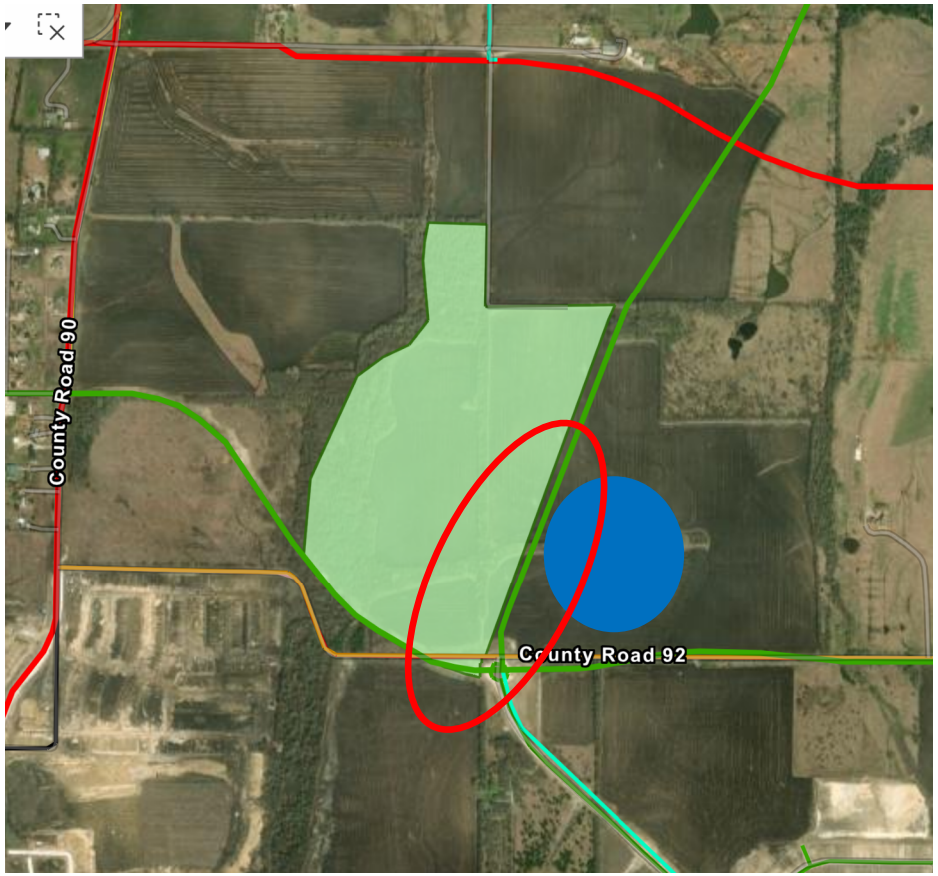
Total Projected Cost:
Developer Cost: $4.2M
Celina Cost: $2.1M
FY 2025 Cost: $2.1M
Status: Design

J FRED – PRESTON TO COIT



Total Projected Cost: $8M
Developer Cost: $4M
Celina Cost: $4M
FY 2025 Cost: $2M
Status: Design

ROSELAND PARKWAY – SUNSET TO BIG BEND



Total Projected Cost: $3M
Developer Cost: $1.5M
Celina Cost: $1.5M
FY 2025 Cost: $1.5M
Status: Design

FIVE YEAR CIP – ROADWAY

CIP 5-YEAR -ROADWAY	2025	2026	2027	2028	2029
2025 ANNUAL STREET MAINTENANCE	$ 4,000,000				
2025 ROADWAY IMPACT FEE STUDY	$ 325,000	$ 325,000			
ARIZONA DRIVE IMPROVEMENTS	$ 2,700,000				
ASH STREET - PRESTON TO OKLAHOMA	$ 2,100,000				
CAPITAL EQUIPMENT	$ 556,682				
COIT ROAD - 1400 FT NORTH OF FRONTIER	$ 1,300,000				
COIT ROAD - CHOATE TO OUTER LOOP	$ 3,000,000				
COIT ROAD - J FRED TO GA MOORE PARKWAY	$ 3,100,000	$ 2,000,000			
COIT ROAD RESURFACING	$ 3,200,000				
DNT INTERSECTION IMPROVEMENTS	$ 4,250,000	$ 2,250,000	$ 12,000,000		
DOE BRANCH BLVD - DNT TO CR 50	$ 2,100,000				
HILLSIDE DRIVE-MARYLAND TO CUL-DE-SAC	$ 1,500,000				
J FRED SMITH - PRESTON TO COIT	$ 2,065,536				
KRISTINA COURT	$ 1,200,000				
LEGACY DRIVE - OUTER LOOP TO CAREY	$ 3,000,000				
OKLAHOMA DRIVE IMPROVEMENTS	$ 2,200,000				
PRESTON ROAD RIGHT TURN LANES	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000
REIMBURSMENT FOR PRESTON 450	$ 1,100,000				
ROSELAND FROM SUNSET TO BIG BEND LANE	$ 1,500,000				
SCHOOL ZONES	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
STREET CONSTRUCTION	$ 3,000,000				
TRAFFIC SIGNALS	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000

FIVE YEAR CIP – ROADWAY

CIP 5-YEAR -ROADWAY	2025	2026	2027	2028	2029
2026 ANNUAL STREET MAINTENANCE		$ 4,000,000			
LEGACY ROAD BRIDGE		$ 10,000,000			
MARILEE ROAD ASPHALT IMPROVEMENTS		$ 3,500,000			
LYNN STAMBAUGH (CR 94)		$ 1,020,000			
PARVIN ROADWAY - FM1385 TO LEGACY		$ 5,000,000	$ 5,000,000		
J FRED SMITH - PRESTON TO COIT		$ 2,555,000	$ 3,426,123		
MALONE ROAD - PRESTON TO LOUISANA		$ 5,500,000			
STALLCUP - PRESTON TO SERENADE		$ 3,173,877	$ 2,426,123		
CAREY ROAD - SMILEY RD TO LEGACY RD		$ 4,000,000			
LEGACY RD - CELINA PKWY TO LOUISANA DR		$ 3,800,000			
2027 ANNUAL STREET MAINTENANCE			$ 4,000,000		
CR106 - PRESTON TO PUBLIC WORKS			$ 1,310,266	$ 2,102,656	
O'BRIEN - DNT TO LEGACY			$ 713,611	$ 7,136,110	
2028 ANNUAL STREET MAINTENANCE				$ 6,000,000	
CR53 - DOE CREEK TO RAILROAD				$ 2,100,000	
2029 ANNUAL STREET MAINTENANCE					$ 6,500,000
CHOATE PARKWAY - OUTER LOOP TO COIT					$ 1,955,325
CHOATE PARKWAY - COIT TO CUSTER					$ 1,595,991
GLENDENNING PKWY-FM428 TO PRESTON					$ 1,000,000
LEGACY DR-GA MOORE PKWY TO CELINA PKWY					$ 3,844,191
J FRED SMITH - DNT TO LEGACY					$ 1,726,628
J FRED SMITH - LEGACY TO FM 455					$ 1,543,541
GLENDENNING PKWY-FM428 TO SMILEY RD					$ 466,133
J FRED SMITH - FM 455 TO CELINA PARKWAY					$ 1,052,474
CHOATE PARKWAY - OUTER LOOP TO COIT					$ 1,955,325
CHOATE PARKWAY - COIT TO CUSTER					$ 1,595,991
TOTALS	**$ 42,897,218**	**$ 47,823,877**	**$ 29,576,123**	**$ 18,038,766**	**$ 23,935,599**

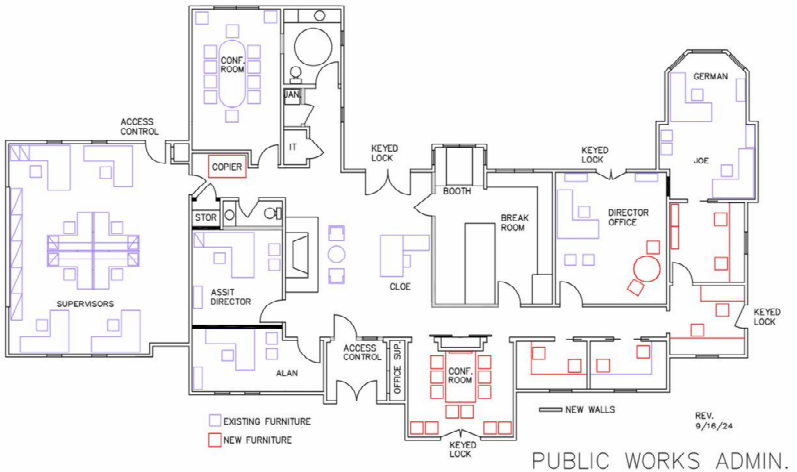
FUNDING SOURCES	FY 25 BUDGET
2025 BOND FUNDS	$ 14,500,000
ROADWAY IMPACT FEES	$ 13,040,536
RAODWAY CAPITAL FEES	$ 10,300,000
STREET CONSTRUCTION FUND	$ 5,056,682
TOTAL	**$ 42,897,218**

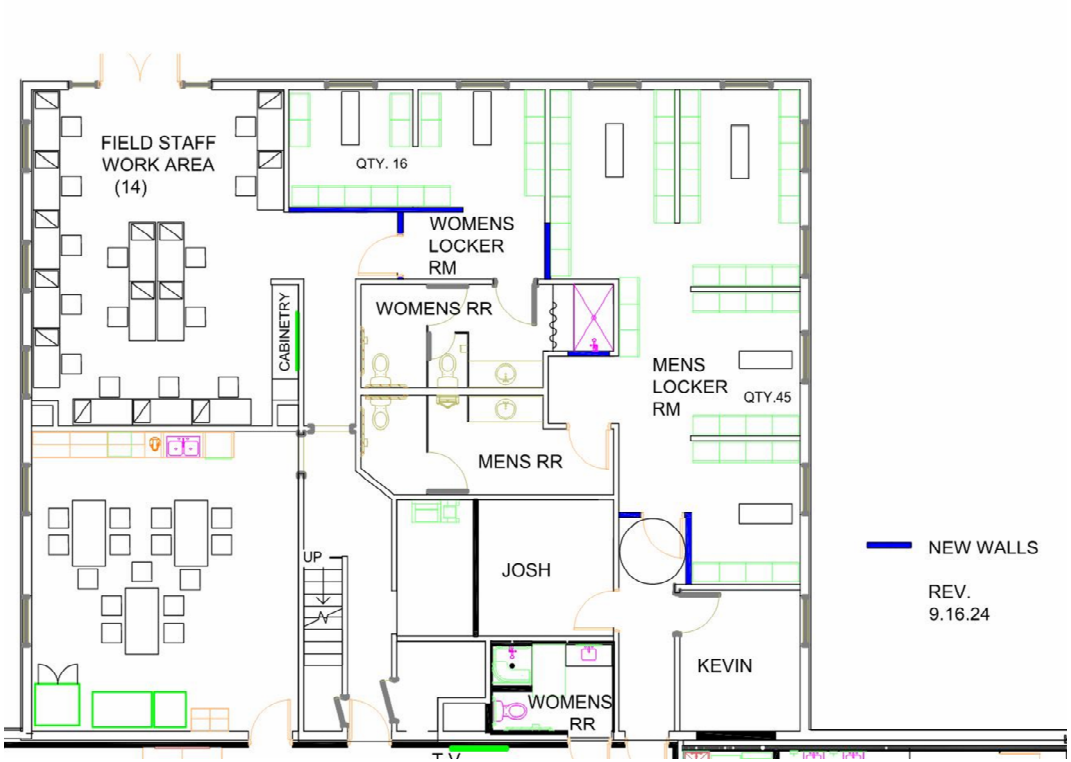
FACILITIES PROJECTS

DOWNTOWN CENTER

Total Projected Cost: $94 M
FY 2025 Project Cost: 12.5M
Status: Construction

PUBLIC WORKS ADMINISTRATION





Total Projected Cost: $1M
FY 2025 Cost: $1M
Status: Design

FIVE YEAR CIP – FACILITIES

CIP 5-YEAR -FACILITIES	2025	2026	2027	2028	2029
CITY HALL PARKING GARAGE LAND PURCHASE	$ 500,000				
DOWNTOWN CENTER & PARKING GARAGE	$ 12,500,000				
PARKS ADMINISTRATION BUILDING	$ 7,000,000	$ 3,000,000			
PW SERVICE CENTER ADMIN REMODEL	$ 1,000,000				
PW SERVICE CENTER PARKING LOT PH II		$ 3,000,000			
PW SERVICE CENTER PARKING LOT PH III		$ 4,000,000			
EMERGENCY SERVICES DISPATCH CENTER		$ 2,000,000			
PW SERVICE CENTER - FUEL STATION			$ 1,500,000		
PW PERMANENT ADMINISTRATION			$ 5,000,000		
TOTALS	**$ 21,000,000**	**$ 12,000,000**	**$ 6,500,000**	**$ -**	**$ -**

FUNDING SOURCES	FY 25 BUDGET
2025 BOND FUNDS	$ 21,000,000

GO BOND PROJECTS

GENERAL OBLIGATION BONDS

General Obligation Bonds are approved through an election. As the City is evaluating future CIP projects there is an opportunity for City Council to establish a GO Bond Committee and the voters an opportunity to determine the necessity for special CIP projects.

A few key notes for General Obligation Bonds:
If a proposition with projects provided by the Bond Committee and approved by City Council to be on the ballot is not approved, then there exists a 3-year prohibition of issuing CO's for the same project. There is no restriction on the City holding an election annually for voter consideration.

If the GO Bond Proposition passes, then the City will have voter approval to issue debt. The City could issue the authorized debt over a period years. It is not required to issue the entire authorization amount.

GENERAL OBLIGATION BONDS

The General Obligation Bonds are not factored into the total tax and would be additional to the debt rate.

As the City's the tax base grows the 1 cent will provide more capacity. The forecasted 2026 tax base will provide approximately 13mm for 1 cent of tax rate.

The goal would be to time the COs and GOs with an increase in the commercial tax base to still provide a total rate reduction to the residents.

POTENTIAL PROJECTS

POTENTIAL GO BOND ISSUANCE	2025	2026	2027	2028	2029
P31C- WILSON CREEK PARK - PHASE III (ADDITIONAL TWO DIAMOND FIELDS)			$ 13,225,000		
P31D- WILSON CREEK PARK - PHASE IV (TRAILS & DOG PARK)				$ 8,625,000	
P31E- WILSON CREEK PARK - PHASE V (SPECIAL EVENT LAWN)				$ 7,475,000	
PXX - DOWNTOWN SQUARE RECONSTRUCTION			$ 10,000,000		
PXX - DOWNTOWN RECREATION CENTER			$ 7,000,000		$ 50,000,000
FXX - FIRE ADMINISTRATION/EOC			$ 10,350,000		
BXX - NORTHWEST POLICE SUBSTATION (LEGACY HILLS)					$ 12,000,000
BXX - PUBLIC WORKS PERMANENT ADMINISTRATION				$ 25,000,000	
BXX - SOUTHWEST POLICE SUBSTATION (GREEN MEADOWS)					$ 12,000,000
BXX - POLICE HEADQUARTERS PHASE III (BUILDING EXPANSION)					$ 12,000,000
BXX - POLICE WEAPONS RANGE				$ 8,000,000	
	$ -	**$ -**	**$ 40,575,000**	**$ 49,100,000**	**$ 86,000,000**

GENERAL OBLIGATION BOND ELECTION:

Bond Committee Selection: December 24/ January 25

Bond Committee

- Meetings: February – June 2025
- Recommendation to City Council July 8, 2025 (regular City Council meeting)

City Council

- Adopts Ordinance calling the election Recommendation to City Council August 12, 2025 (regular City Council meeting)

Election – November 4, 2025

- Last day to register to vote October 6, 2025
- City Staff completes notice requirements no later than October 14, 2025
- Early Voting begins October 20, 2025
- Early Voting ends October 31, 2025
- Election Day November 4, 2025

FY25 CERTIFICATES OF OBLIGATION TIMELINE

- October 8, 2024 – FY 2025 CIP presentation to council
- November 12, 2024 – FY 2025 council approval
- March 11, 2025 – Council considers approval of Notice of Intent to issue CO's and reimbursement resolution
- May 13, 2025 – Pricing of the CO's; Final CO pricing subject to City Council approval at the regular scheduled City Council meeting that evening.
- July 2025 – Closing of the CO Issue and receipt of funds by the City.

DISCUSSION QUESTIONS

1. Does council have any questions or feedback regarding the project list for 2025?

2. Does council have feedback regarding a future GO Bond issuance?

3. Does the council direct staff to proceed with project list?

Life Connected.

Marketing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Joe Monaco, Director of Marketing & Communications
CC:	Robert Ranc, City Manager
Intiated by:	Joe Monaco
Date:	October 8, 2024
Re:	Discussion on Water Tower Policy & Schedule

Action Requested:
Discussion on Water Tower Policy & Schedule (Monaco)

Background Information:

In 2017, the Celina City Council voted to restore the iconic Downtown Water Tower, a symbol of the City's heritage and resilience. As part of the restoration efforts, programmable LED lights were installed to illuminate the Tower, allowing it to commemorate significant events and holidays that resonate with Celina's community and history.

In 2022, the Water Tower was illuminated on 87 occasions, approximately once every four days, showcasing its role in celebrating milestones within the City. By June 2023, the initial lighting schedule was revised, reducing the number of events to 11 occasions, focusing on federal holidays and other key moments of local importance. However, following additional review, in August 2023, the City of Celina Downtown Water Tower Lighting Policy (Policy) was adopted, allowing for 57 lighting occasions, or approximately once every six days.

The Policy outlines specific criteria for lighting, including:

- Major city, state, national, or international occurrences
- Federal holidays
- City of Celina selected events
- Observances honoring the passing of City of Celina employees, if requested
- Tributes to fallen public servants
- Celebrations of state championships by Celina ISD teams or organizations

- Support for Celina ISD students and staff, as determined by the superintendent
- State or national tragedies where lives are lost or communities are impacted

This structured approach ensures that the Water Tower remains a beacon of civic pride, reflecting Celina's commitment to its community, history, and shared moments of significance. The Policy is attached to this staff memo for review.

At the September 10, 2024 City Council meeting, Council requested staff bring the Policy before Council for the potential inclusion of additional lighting events and/or criteria. At the September 23, 2024 Special Called City Council Meeting, Council approved the Water Tower to be lit on Saturday, September 28, for National Childhood Cancer Awareness Day while wanting to bring the Water Tower Schedule brought back to Work Session in October to discuss the schedule moving forward.

Legal Review:
The Water Tower Policy adopted in 2023 has been previously reviewed and approved.

Supporting Documents:
1. Presentation

Financial Consideration:
N/A

Staff Recommendation:
Staff is seeking direction from City Council on steps to move forward in determining the schedule for the Water Tower.

Downtown Water Tower Lighting Policy

Joe Monaco
Director of Marketing & Communications
October 8, 2024

BACKGROUND

- In **2017**, the Celina City Council voted to restore the iconic Downtown Water Tower.

- As a part of the renovation, programmable LED lights were installed to illuminate the Tower and celebrate markers and moments that reflect Celina's heritage and holidays celebrated across the City's history.

Previous Requirements for Lighting (per 2022)

- An extraordinary event/occurrence of City, State, National, or International significance
- Non-profit organization requests for recognition of Awareness initiatives
- City of Celina initiatives and selected holidays
- The observance of a passing City of Celina employee, if requested
- The City of Celina will not consider lighting requests for advertisement or commercial promotions, for personal or any one individual's celebration or memorial (other than a Celina employee), or for groups that discriminate against age, disability, race, religion, or sexual orientation.

BACKGROUND

- In **June 2023**, the initial Water Tower Light Schedule would be limited to **11** occasions for Federal Holidays or Special Occasions.

- In **August 2023**, an adopted Water Tower Lighting Schedule would occur on **57** occasions.

Requirements for Lighting (adopted in August 2023)

- An extraordinary event/occurrence of City, State, National, or International significance
- All Federal Holidays
- City of Celina selected events
- The observance of the passing of a City of Celina employee, if requested
- To honor the life of a fallen public servant
- On the evening following a State Championship of any Celina ISD Team or Organization
- To serve as a sign of support for a Celina ISD student/staff member at the discretion of the Celina ISD Superintendent
- For a State or National tragedy where lives are lost or communities are devastated.

- In **September 2024**, City Council approved for the Water Tower to be lit for National Childhood Cancer Awareness Day and bring the Water Tower Policy back for a future work session.

WATER TOWER SCHEDULE PROCESS

OPTION A

- Maintain the addition of the Water Tower schedule adopted at the September 23 Meeting.

OPTION B

- A Community Advisory Committee is formed to recommend days/events to be added to policy/recommend policy amendments to the Council.

OPTION C

- A City Council Member will bring any new request to the City Council, who will determine what is added to the Water Tower schedule that best serves the interest of the City.

OPTION D

- Other direction as provided by City Council

QUESTIONS?

Life Connected.

City Secretary's Office
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Dusty McAfee, Director of Development Services
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Victoria Kiker
Date:	October 8, 2024
Re:	National Planning Month Proclamation (Tubbs)

Action Requested:
National Planning Month Proclamation (Tubbs)

Background Information:

Legal Review:

Supporting Documents:
None

Financial Consideration:

Staff Recommendation:

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JULY 9, 2024
4:00 PM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the Regular Meeting of the Celina City Council to order at 4:00 p.m. on Tuesday, July 9, 2024, and announced a quorum was present.

Attendee Name	Organization	Title	Status
Ryan Tubbs	City of Celina	Mayor	Present
Philip Ferguson	City of Celina	Place 1	Present
Eddie Cawlfield	City of Celina	Place 2	Present
Andy Hopkins	City of Celina	Place 3	Present
Wendie Wigginton	City of Celina	Place 4	Present
Mindy Koehne	City of Celina	Place 5	Present
Brandon Grumbles	City of Celina	Place 6	Present

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. EXECUTIVE SESSION:

As authorized by Section 551.071 of the Texas Government Code, the Regular Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein. (Closed to Public as Provided in the Texas Government Code.)

The Celina City Council convened into Executive Session at 4:03 p.m.

Texas Government Code Section 551.071 Consultation with Attorney:
A. Discussion regarding Randall Collins, et al v. City of Celina.
B. Personnel investigation.
C. Discussion regarding severance agreement with former employee.
D. Discussion regarding funding agreement for Ramble.

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.074

Personnel Matters:

E. Update regarding hiring process for Fire Chief.

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.072 Deliberation Regarding Real Property:

F. Discussion regarding land acquisition of property generally located south of Ash Street and west of Oklahoma Dr.
G. Discussion regarding Parvin Road land purchase.
H. Discussion regarding Koch land purchase.
I. Discussion regarding Locke land acquisition.
J. Discussion regarding Development Agreement for G-bar (Uptown).

Reconvene into Open Session to consider and take action, if any, on matters discussed during Executive Session.

Mayor Tubbs reconvened the Regular Meeting at 5:54 p.m.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding the Emergency Response Communications Feasibility Study. (Brawner)
Gigi Smith with Mission Critical Partners presented the Emergency Response Communications Feasibility Study.

B. Discussion of the Parks Administration Office Schematic Design. (Davis) Jeff Davis, Interim Parks and Recreation Director, introduced the team with Parkhill, who presented the design of the new Parks Administration office.

C. Discussion regarding the appointment of Economic Development Corporation Board Members.
Robert Ranc, City Manager, led discussion regarding the process of appointment of the EDC Board.

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Presentation of the Friends' Group Booksale Donation to the Library. (Stovall)
B. Presentation of a proclamation declaring July, "National Parks and Recreation Month." (Davis)
C. Presentation of Texas Fire Chiefs Association Best Practice Recognition to the Celina Fire Department. (Metdker)
D. Recognition of the City of Celina Marketing Department for awards won at the Texas Association of Municipal Information Officers (TAMIO) Conference. (Monaco)
E. EDC Local Business Report (McCarroll)
Josh McCarrol introduced Apricot Lane Boutique.

VI. 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.

Norman Pickett spoke regarding the Senior Center.
Paula Scott spoke regarding the Senior Center, medians along Preston, and her water bill.
Joe Stalling spoke regarding Consent Agenda item "T."
Maria Rangel spoke regarding Consent Agenda item "T."
Ghentry Pace spoke regarding the board/commission application process.

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.

The Mayor removed items "L" and "T" from the Consent Agenda for individual consideration.

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

RESULT:	**Passed**
MOVER:	Council Member, Place 5 Brandon Grumbles
SECONDER:	Council Member, Place 4 Wendie Wigginton
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	None

A. Minutes Approval:
   1. City Council - Regular Meeting - June 11, 2024, 4:00 p.m.

B. Consider and act to award bid 2024-105 to Trinity Lighting, for on-call electrical services, for the unit prices listed not to exceed the annual budgeted amount. (Figueroa)

C. Consider and act to award bid 2024-100 for the construction and installation of fiber phase 2 at the unit prices listed in the amount of $347,742.00 plus ten percent contingency in the amount of $34,774.20 for a total amount not to exceed $382,516.20. (Alexander)

D. Consider and act to authorize the City Manager to execute a contract with Westwood Professional Services for the schematic design of the Legacy Drive road improvements from Carey Road to Punk Carter Parkway and the FM 428 intersection with Legacy Drive and Collin County Outer Loop Frontage Road.in an amount not to exceed. $335,560.00. (Glasgow)

E. Consider and act to authorize the City Manager to execute a reimbursement agreement by and between the City of Celina and Serenade Municipal Utility District (the MUD) for an amount of $2,026,561.90 to oversize the offsite sanitary sewer as depicted on Exhibit A in the attached agreement. (Glasgow)

F. Consider and act on a third amendment to the Development Agreement between the City of Celina and Celina 557 Partners, L.P. and JCH Group, LLC for approximately 557 acres of land; generally located at the northwest corner of Frontier Parkway and future Custer Road, within the Extraterritorial Jurisdiction (ETJ). (Mustang Lakes – DA Amendment) (Brawner)

G. Consider and act on a fourth amendment to the Development Agreement between the City of Celina and the Parks at Wilson Creek, L.P. for approximately 701 acres of land, generally located east of Coit Road and north of the Collin County Outer Loop. (Parks at Wilson Creek Bike Lanes – Fourth Amended DA) (Brawner)

H. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 8 acres within the Extraterritorial Jurisdiction (ETJ); generally located north of future O'Brien Drive and approximately 2,350 feet east of future Legacy Drive. (Farr Tract - C-3 Expedited Annexation Service Agreement)

(Mohan)

I. Consider and act to authorize a change order with RPMx for an amount not to exceed $165,600 to extend the proposed cast in place retaining wall approximately 400 feet due to existing field conditions. (Glasgow)

J. Consider and act to purchase Construction Material Aggregates for the Public Works Department from CJA Enterprise LLP through a interlocal agreement with City of Denton for an amount not to exceed $79,900.00.

K. Consider and act to authorize an additional $200,000.00 purchase of Sensus water meters and accessories from Aqua-Metric Sales as the sole source provider in an amount not to exceed $1,251,800.00. (Figueroa)

L. Consider and act to authorize the City Manager to execute an agreement with Baker Tilly US for the assessment of Development Services Processes in the amount of $79,900.00. (Brawner)

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to approve the permitting processes assessment. The motion carried.

RESULT:	**Passed**
MOVER:	Council Member, Place 4 Wendie Wigginton
SECONDER:	Mayor Pro Tem, Place 3 Andy Hopkins
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	None

M. Consider and act to authorize the City Manager to amend an agreement with Upper Trinity Regional Water District for water demand subscription to increase usage as needed in increments of 500,000 gallons per day from the current 8.5 million gallons a day (MGD) to an amount not to exceed an amount of 10.0 MGD or $809,152.50.

N. Consider and act to authorize a change order with Austin Infrastructure for an amount not to exceed $69,154.00 to account for changes and interferences with the installation of 36" Water Line. (Glasgow)

O. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and BNSF Railroad Company for the reconstruction of Beech Street roadway approaches, new center medians, rail-road crossing signals and activation equipment across the BNSF right of way. (Glasgow)

P. Consider and act to purchase staff augmentation hours for the IT Department from GTS Technology Solutions Inc. through a cooperative contract with DIR for an amount not to exceed $70,784. (Alexander)

Q. Consider and act to purchase uniforms for the Fire Department through a cooperative contract with Galls for an amount not to exceed $75,000.00. (Berry)

R. Consider and act upon a Chapter 380 Economic Development Agreement between the City of Celina and Bears on the Square, LLC, for Alley Improvements; not to exceed $21,000. (Behringer)

S. Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary easements for Parkside Lift Station improvements to improve the safety of ingress and egress to the Parkside Lift Station Facility. (Glasgow)

RESOLUTION NO. 2024-31R

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE NEGOTIATION AND EXECUTION BY THE CITY MANAGER OF CONVEYANCE DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF EASEMENTS FOR THE PARKSIDE LIFTSTATION

IMPROVEMENTS PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

T. Consider and act on an amendment to Resolution No. 2024-21R of the City Council of the City of Celina to authorize the execution of conveyance documents necessary to effectuate the acquisition of right-of-way, wastewater easements, and temporary construction easements for E GA Moore Parkway project from Preston Road to approximately 1,850 feet east of Coit Road; and providing for an effective date. (Glasgow)

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Cawlfield, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2024-32R. The motion carried 6-0.

RESULT:	**Passed**
MOVER:	Mayor Pro Tem, Place 3 Andy Hopkins
SECONDER:	Council Member, Place 2 Eddie Cawlfield
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	None

RESOLUTION NO. 2024-32R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AMENDING RESOLUTION NO. 2024-21R, AND AUTHORIZING THE EXECUTION BY THE CITY MANAGER OF DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF RIGHT OF WAY, WATER EASEMENTS, WAS TEW ATER EASEMENTS, DRAINAGE EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENT FOR THE RAINWATER DEVELOPMENT OFFSITE GA MOORE PARKWAY PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

U. Consider and act upon an Ordinance approving the final Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone (TIRZ) Number Fourteen. (Kearney)

ORDINANCE NO. 2024-32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ADOPTING A FINAL PROJECT PLAN AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER FOURTEEN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

V. Consider and act upon an amendment to Exhibit A of Ordinances, Chapter 12, Traffic and Vehicles, Article 12:03, Section 12:03:051 speed limits to add new school zones for the Prosper ISD and Celina ISD. (Glasgow)

ORDINANCE NO. 2024-33

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CELINA CODE OF ORDINANCES, CHAPTER 12: TRAFFIC AND VEHICLES, ARTICLE 12:03: OPERATION OF VEHICLES, DIVISION 2: TRAFFIC SCHEDULES, SECTION 12.03.051 SPEED LIMITS, TO ADD SCHOOL ZONE LOCATIONS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

W. Consider and act upon an Ordinance authorizing the future release of the 30-feet Road Easement dedicated to the City of Celina/Collin County for the construction of County Road 86 (between CR 88 and Coit Road). (Glasgow)

ORDINANCE 2024-34

COUNTY ROAD 86 PARTIAL RIGHT-OF-WAY ABANDONMENT

AN ORDINANCE ABANDONING AND VACATING APPROXIMATELY 0.61 ACRE UNIMPROVED RIGHT-OF-WAY GENERALLY LOCATED WEST OF THE INTERSECTION OF CHOATE PARKWAY AND COIT ROAD AND NORTH OF PUNK CARTER PARKWAY, SITUATED IN THE COLLIN COUNTY MCKENZIE WILHITE SURVEY, ABSTRACT NO. 1008 AND 1009, COLLIN COUNTY, TEXAS

X. Consider and act upon a Resolution pertaining to the sale of certain properties, 19,459 square foot (0.447-acre) part of the land previously dedicated as right-of-way reservation on the plat for Fire Station No. 3 to the Texas Department of Transportation (TXDOT) for the future widening of Farm to Market Road 1385 (FM 1385). (Glasgow)

RESOLUTION NO. 2024-33R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS APPROVING THE SALE OF CITY PROPERTY, GENERALLY DESCRIBED AS BEING A 19,459 SQUARE FOOT (0.447-ACRE) TRACT OF LAND OUT OF THE THOMAS H MCINTYRE SURVEY, ABSTRACT NUMBER 903, LOCATED IN THE CITY OF CELINA, TEXAS, DENTON COUNTY AND BEING PART OF BLOCK A, LOT 1, CITY OF CELINA FIRE STATION NUMBER 3, AN ADDITION TO THE COUNTY OF DENTON, RECORED IN INSTRUMENT NUMBER 2019-506, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.), AND BEING ALL OF THE VARIABLE WIDTH RESERVATION FOR FUTURE FARM TO MARKET ROAD 1385 WIDENING AS SHOWN ON THE PLAT FOR FIRE STATION NUMBER 3; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS TO CONDUCT THE SALE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Y. Consider and act on an Ordinance amending Ordinance No. 2023-108 which adopted and approved the budget for fiscal year beginning October 1, 2023, and ending September 30, 2024, and make appropriations for each department, project, and account, by adopting an amended 2023-2024 budget for the City of Celina reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

ORDINANCE NO. 2024-35

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2023-108, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2023-2024 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.

Z. Consider and act on an Ordinance amending Ordinance No. 2023-108 which adopted and approved the budget for fiscal year beginning October 1, 2023, and ending September 30,

2024, and make appropriations for each department, project, and account, by adopting an amended 2023-2024 budget for the City of Celina reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

ORDINANCE NO. 2024-36

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2023-108, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2023-2024 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.

AA. Consider and act on an Ordinance amending Chapter 1 "General Provisions", Article 1.03 "City Council", Division 2 "Meetings", Section 1.03.031 "Types of meetings; time and place" and Section 1.03.035 "Citizen participation."

ORDINANCE NO. 2024-37

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CELINA CODE OF ORDINANCES, CHAPTER 1 "GENERAL PROVISIONS", ARTICLE 1.03 "CITY COUNCIL", DIVISION 2 "MEETINGS", BY REPEALING SECTION 1.03.031 "TYPES OF MEETINGS; TIME AND PLACE" AND AMENDING SECTION 1.03.035 "CITIZEN PARTICIPATION"; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR PENALTY; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon a Development Agreement on approximately 49 acres of land; generally located at the southeast corner of future G.A. Moore Parkway and future Celina Parkway, within the Extraterritorial Jurisdiction (ETJ). (Ariana Access – Development Agreement) (McAfee)

Mayor Tubbs opened the public hearing at 7:37 p.m.

With no one wishing to speak, Mayor Tubbs closed the public hearing at 7:37 p.m.

Upon a motion by Mayor Pro Tem Hopkins and a second by Councilmember Ferguson, the Council voted six (6) for and none (0) opposed to approve the Development Agreement. The motion carried.

RESULT:	**Passed**
MOVER:	Mayor Pro Tem, Place 3 Andy Hopkins
SECONDER:	Council Member, Place 1 Philip Ferguson
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	None

B. Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 8 acres within the Extraterritorial Jurisdiction (ETJ); generally located north of future O'Brien Drive and approximately 2,350 feet east of future Legacy Drive, within the Extraterritorial Jurisdiction. (Farr Tract - C-3 Expedited Annexation) (Mohan)

Mayor Tubbs opened the public hearing at 7:40 p.m.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 7:40 p.m.

Upon a motion by Councilmember Cawlfield and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2024-38. The motion carried.

RESULT:	**Passed**
MOVER:	Council Member, Place 2 Eddie Cawlfield
SECONDER:	Council Member, Place 4 Wendie Wigginton
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	None

ORDINANCE NO. 2024-38

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 8 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED NORTH OF FUTURE O'BRIEN DRIVE AND APPROXIMATELY 2,350 FEET EAST OF FUTURE LEGACY DRIVE, AND ALL ADJACENT RIGHTS-OFWAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

C. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 8 acres to Commercial, Office, & Retail District (C); generally located north of future O'Brien Drive and approximately 2,350 feet east of future Legacy Drive. (Farr Tract – Zoning) (Mohan)

Mayor Tubbs opened the public hearing at 7:40 p.m.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 7:40 p.m.

Upon a motion by Councilmember Wigginton and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2024-39. The motion carried.

RESULT:	**Passed**
MOVER:	Council Member, Place 4 Wendie Wigginton
SECONDER:	Mayor Pro Tem, Place 3 Andy Hopkins
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	None

ORDINANCE NO. 2024-39

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 8 ACRES LOCATED IN THE JOHN RAGSDALE SURVEY, ABSTRACT NO. 735, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF FUTURE O'BRIEN DRIVE AND APPROXIMATELY 2,350 FEET EAST OF FUTURE LEGACY DRIVE; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED COMMERCIAL, OFFICE, & RETAIL DISTRICT (C); 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.

D. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 414 acres to a Planned Development (PD) with Single-Family Residential, Detached District (SF-R), Single-Family Residential, Attached District (SF-A), Multi-Family, Horizontal District (MF-0), Multi-Family, Urban Edge District (MF-2), & Multi-Family, Urban Living District (MF-3) base zoning; generally located south of Marilee Road and approximately 1,400 feet east of Preston Road, within the City Limits. (Serenade – PD Zoning) (McAfee)

Mayor Tubbs opened the public hearing at 7:43 p.m.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 7:43 p.m.

Upon a motion by Councilmember Cawlfield and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2024-40. The motion carried.

RESULT:	**Passed**
MOVER:	Council Member, Place 2 Eddie Cawlfield
SECONDER:	Mayor Pro Tem, Place 3 Andy Hopkins
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	None

ORDINANCE NO. 2024-40

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 414 ACRES LOCATED IN THE JOHN DAVIS SURVEY, ABSTRACT NO. 247, THE B.B.B. & C. RAILWAY COMPANY SURVEY, ABSTRACT NO. 127, WILLIAM C. LEWIS SURVEY, ABSTRACT NO. 533, AND IN THE TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, ABSTRACT NO. 931, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED SOUTH OF MARILEE ROAD AND APPROXIMATELY 1,400 FEET EAST OF PRESTON ROAD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 152 WITH A BASE ZONING OF SINGLE-FAMILY RESIDENTIAL, DETACHED DISTRICT (SF-R), SINGLE-FAMILY RESIDENTIAL, ATTACHED DISTRICT (SF-A), MULTI-FAMILY, HORIZONTAL DISTRICT (MF-0), MULTI-FAMILY, URBAN EDGE DISTRICT (MF-2), AND MULTIFAMILY, URBAN LIVING DISTRICT (MF-3); 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.

E. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by amending approximately 4 acres of Planned Development No. 67 (PD-67); generally located at the northwest corner of Preston Road and Frontier Parkway, within the City Limits. (The Grove at Frontier (Lanterra) – PD Amendment) (Mohan)

Mayor Tubbs opened the public hearing at 7:46 p.m.

Rob Daake spoke in favor of the item.
Dale Bingham spoke in opposition to the item.

Mayor Tubbs closed the public hearing at 7:53 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 approve Ordinance No. 2024-41. The motion carried.

RESULT:	**Passed**
MOVER:	Council Member, Place 4 Wendie Wigginton
SECONDER:	Council Member, Place 5 Mindy Koehne
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	None

ORDINANCE NO. 2024-41

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 REZONING OF LAND THAT IS APPROXIMATELY 4 ACRES LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167,

COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHWEST CORNER OF PRESTON ROAD AND FRONTIER PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO AMEND A PORTION OF PLANNED DEVELOPMENT NO. 67 (PD-67) WITH AN UPDATED CONCEPT PLAN AND RENDERINGS; 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.

F. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by rezoning approximately 15 acres to a Planned Development (PD) with Commercial, Office, & Retail District (C) base zoning, with modified development standards; generally located south of Sunset Boulevard and approximately 1,500 feet west of Coit Road, within the City Limits. (Off the Rails Icehouse – PD Zoning) (McAfee)

Mayor Tubbs opened the public hearing at 8:12 p.m.
Jim Owens spoke neither in favor or opposition to the item.
Mayor Tubbs closed the public hearing at 8:15 p.m.

Upon a motion by Councilmember Grumbles and a second by Councilmember Cawlfield, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2024-42. The motion carried.

RESULT:	**Passed**
MOVER:	Council Member, Place 5 Brandon Grumbles
SECONDER:	Council Member, Place 2 Eddie Cawlfield
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	None

ORDINANCE NO. 2024-42

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 REZONING OF LAND THAT IS APPROXIMATELY 15 ACRES LOCATED IN THE S P RICE SURVEY, ABSTRACT NO. 771, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED SOUTH OF SUNSET BOULEVARD AND APPROXIMATLEY 1,500 FEET WEST OF COIT ROAD; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE REZONED FROM AGRICULTURAL DISTRICT (AG), TO A "PD" PLANNED DEVELOPMENT DISTRICT NO. 151 WITH A BASE ZONING OF COMMERCIAL, OFFICE, & RETAIL DISTRICT (C), WITH MODIFIED DEVELOPMENT STANDARDS; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT STANDARDS, 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.

G. Conduct a public hearing to consider and act upon a Major Modification to the design standards in the Downtown Code, in order to allow for the redevelopment of Grace Bridge; generally located at the northeast corner of Oklahoma Drive and Ash Street, within the Preston Streams District. (Grace Bridge - Major Modification) (McAfee)

Mayor Tubbs opened the public hearing at 8:27 p.m.
Jim Owens spoke in favor to the item.
Mayor Tubbs closed the public hearing at 8:30 p.m.

Upon a motion by Mayor Pro Tem Hopkins and a second by Councilmember Cawlfield, the Council voted six (6) for and none (0) opposed to approve Grace Bridge Major Modification. The motion carried.

RESULT:	**Passed**
MOVER:	Mayor Pro Tem, Place 3 Andy Hopkins
SECONDER:	Council Member, Place 2 Eddie Cawlfield
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	None

IX. ACTION ITEM:

A. Consider and act to authorize the City Manager to execute an agreement for the award of Bid 2024-114 for New Mexico Dr. Improvement (Ash to Pecan) to Quality Excavation, LLC, to include the base bid and the additive alternate at the unit prices listed in the amount of $1,407,883.00 plus ten percent contingency in the amount of $140,788.30 for a total amount not to exceed $1,548,671.30. (Glasgow)

Upon a motion by Mayor Pro Tem Hopkins and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to approve New Mexico Street Improvements. The motion carried.

RESULT:	**Passed**
MOVER:	Mayor Pro Tem, Place 3 Andy Hopkins
SECONDER:	Council Member, Place 4 Wendie Wigginton
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	None

B. Consider and act upon a Resolution adopting the 2024-2026 Strategic Plan. (Ranc)
Upon a motion by Mayor Pro Tem Hopkins and a second by Councilmember Cawlfield, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2024-35R. The motion carried.

RESULT:	**Passed**
MOVER:	Mayor Pro Tem, Place 3 Andy Hopkins
SECONDER:	Council Member, Place 2 Eddie Cawlfield
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	None

RESOLUTION NO. 2024-34R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ADOPTING THE 2023-2025 STRATEGIC PLAN FOR THE CITY OF CELINA; PROVIDING AN EFFECTIVE DATE.

C. Consider and act on a Resolution prescribing Regular Meeting dates and times of the City Council. (Vaughns)

Upon a motion by Mayor Pro Tem Hopkins and a second by Councilmember Cawlfield, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2024-35R. The motion carried.

RESULT:	**Passed**
MOVER:	Mayor Pro Tem, Place 3 Andy Hopkins
SECONDER:	Council Member, Place 2 Eddie Cawlfield
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	None

RESOLUTION NO. 2024-35R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS PRESCRIBING REGULAR MEETING DATES AND TIMES; AND OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

X. ADJOURNMENT:

Mayor Tubbs adjourned the Regular Meeting of the Celina City Council at 8:59 p.m.

_____

Ryan Tubbs, Mayor

_____ _____

Lauren Vaughns, City Secretary Date

Life Connected.

CITY COUNCIL SPECIAL CALLED MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JULY 23, 2024
5:00 PM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the Special Called Meeting of the Celina City Council to order at 5:00 p.m. on Tuesday, July 23, 2024, and announced a quorum was present.

Attendee Name	Organization	Title	Status
Ryan Tubbs	City of Celina	Mayor	Present
Philip Ferguson	City of Celina	Place 1	Present- Remote
Eddie Cawlfield	City of Celina	Place 2	Present
Andy Hopkins	City of Celina	Place 3	Present
Wendie Wigginton	City of Celina	Place 4	Present
Mindy Koehne	City of Celina	Place 5	Present
Brandon Grumbles	City of Celina	Place 6	Present

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. EXECUTIVE SESSION:

As authorized by Section 551.071 of the Texas Government Code, the Regular Meeting may be convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein. (Closed to Public as Provided in the Texas Government Code.)

The Celina City Council convened into Executive Session at 5:02 p.m.

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.072 Deliberation Regarding Real Property:

A. Discussion regarding land acquisition of property generally located south of Ash Street and west of Oklahoma Dr.

Reconvene into Open Session to consider and take action, if any, on matters discussed during Executive Session.

No action was taken.

Mayor Tubbs reconvened the Special Called Meeting at 5:23 p.m.

IV. 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.

No comments from the public.

V. CONSENT AGENDA:

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

RESULT:	**Passed**
MOVER:	Council Member, Place 5 Mindy Koehne
SECONDER:	Mayor Pro Tem, Place 3 Andy Hopkins
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	None

A. Acceptance of resignations on EDC Board

VI. ACTION ITEM:

A. Discussion and consideration of all matters incident and related to the "Celina Economic Development Corporation Sales Tax Revenue Bonds, Taxable Series 2024", including the approval of the issuance thereof by the Celina Economic Development Corporation and the approval of the bond resolution to be adopted by the Corporation authorizing the issuance of such Bonds. (Satarino)

Upon a motion by Councilmember Wigginton and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2024-36R. The motion carried 6-0.

RESULT:	**Passed**
MOVER:	Council Member, Place 4 Wendie Wigginton
SECONDER:	Mayor Pro Tem, Place 3 Andy Hopkins
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	None

RESOLUTION NO. 2024-36R

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS RELATING TO THE "CELINA ECONOMIC DEVELOPMENT CORPORATION SALES TAX REVENUE BONDS, TAXABLE SERIES 2024", INCLUDING THE APPROVAL OF THE ISSUANCE THEREOF BY THE CELINA ECONOMIC DEVELOPMENT CORPORATION AND THE APPROVAL OF THE BOND RESOLUTION TO BE ADOPTED BY THE CORPORATION AUTHORIZING THE ISSUANCE OF SUCH BONDS; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.

B. Consider and act to fill at least three vacancies on the Economic Development Corporation

Board of Directors. (Satarino)
Upon a motion by Councilmember Wigginton and a second by Councilmember Grumbles, the Council voted six (6) for and none (0) opposed to appoint Mindy Koehne and Philip Ferguson temporarily to help fill vacancies on the Economic Development Corporation Board of Directors. The motion carried.

RESULT:	**Passed**
MOVER:	Council Member, Place 4 Wendie Wigginton
SECONDER:	Council Member, Place 5 Brandon Grumbles
AYES:	Wendie Wigginton, Philip Ferguson, Andy Hopkins, Mindy Koehne, Brandon Grumbles, Eddie Cawlfield
NAYES:	None

VII. ADJOURNMENT:
Mayor Tubbs adjourned the Special Called Meeting of the Celina City Council at 5:37 p.m.

_____
Ryan Tubbs, Mayor

_____ _____
Lauren Vaughns, City Secretary Date

Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, AUGUST 13, 2024
5:00 PM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the meeting to order at 5:00 PM.

Members Present:	**Members Absent:**
Mayor Ryan Tubbs	None
Mayor Pro Tem Andy Hopkins	
Deputy Mayor Pro Tem Mindy Koehne	
Council Member Philip Ferguson	
Council Member Eddie Cawlfield	
Council Member Wendie Wigginton	
Council Member Brandon Grumbles	

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Tubbs led the Pledge of Allegiance and Invocation.

III. EXECUTIVE SESSION:

As authorized by Section 551.071 of the Texas Government Code, the Regular Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein. **(Closed to Public as Provided in the Texas Government Code.)**

Texas Government Code Section 551.071 Consultation with Attorney:

A. Discussion regarding a Development Agreement for Willard Tract (Louisiana)
B. Discussion regarding a Development Agreement for Legacy Branch
C. Discussion regarding a Development Agreement for Ramble Expansion
D. Discussion regarding a Development Agreement for Masonic Lodge (Property ID 2041418)
E. Discussion regarding right-of-way condemnation Choate Pkwy from Kinship Parkway to Roseland Parkway

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.074 Personnel Matters:

F. Deliberation regarding the appointment, employment, evaluation, reassignment duties, discipline, or dismissal of a public officer or employee: Fire Chief appointment and employment.

G. Deliberation regarding the appointment, employment, evaluation, reassignment duties, discipline, or dismissal of a public officer or employee: Director of Parks and Recreation appointment and employment.

H. Personnel investigation

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.087 Deliberation of Economic Development Negotiations:

I. Discussion regarding a performance agreement with NWC Tollway/Frontier, LP.

J. Discussion regarding Project Motor

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.072 Deliberation Regarding Real Property:

K. Discussion regarding the Ramble subdivision land acquisition

L. Discussion regarding acquisition of 312 E Ash Street

Mayor Tubbs recessed the meeting at 5:02 PM.
Mayor Tubbs reconvened the meeting at 6:23 PM.

Reconvene into Open Session to consider and take action, if any, on matters discussed during Executive Session.

M. Consider and act on a resolution of the City Council of the City of Celina, Texas finding that a public necessity exists and authorizing condemnation to acquire rights of way totaling 1.061 acres and a temporary construction easements of 1.052 acres for municipal purposes to build and maintain a public roadway, including but not limited to, grading, such appurtenant facilities as may be necessary, and other public uses, on two real properties as portions of tracts of land generally described as being located in the Shelby Glass Survey, Abstract A0346, Property ID #2848008 and #2802386, and on real property as portion of a tract of land generally described as being located in the Jonathan Westover Survey, Abstract A1030, Property ID # 2706744, Collin County, Texas; such properties are generally located on the north and south sides of Choate Parkway east of Kinship Parkway, and being more particularly described herein; providing notice of an official determination to acquire real properties for rights of way and temporary construction easements, such appurtenant facilities as may be necessary, and other public uses; authorizing the city manager to obtain the necessary appraisal reports and make bona fide offers of just compensation for the rights of way and easements; ratifying prior documents made for acquisition of the rights of way and easements; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of the rights of way and easements on said tracts if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause and providing for an effective date.

Upon a motion Council Member Cawlfield moved and Council Member Wigginton seconded that the City Council of the City of Celina adopt Resolution No. 2024-39R and authorize the use of the power of eminent domain to acquire rights of way totaling 1.061 acres and temporary construction easements totaling 1.052 acres on two tracts of land located in the Shelby Glass Survey, Abstract A0346, Property ID's #2848008 and #2802386, and on a tract of land located in the Jonathan Westover Survey, Abstract A1030, Property ID #2706744, Collin County, Texas, such properties are generally located on the north and south sides of Choate Parkway east of Kinship Parkway (as more fully described and depicted in Exhibits "A" and "B" of the proposed resolution for this item) for a public purpose and use to install and maintain public utilities, including but not limited to, the municipal purpose of the installation and maintenance of a future roadway, grading, such appurtenant facilities as may be necessary, and other public uses, with this motion and the first record vote applying to all units of property to be condemned. The results of the Roll Call Vote on Resolution No. 2024-39R were: Council Member Cawlfield in favor, Council Member Ferguson in favor, Council Member Grumbles in favor, Mayor Pro Tem Hopkins in favor, Deputy Mayor Pro Tem Koehne in favor, Council Member Wigginton in favor. Motion to approve Resolution No. 2024-39R passed 6 to 0.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion Regarding the Fiscal Year 2024-25 Proposed Budget.
City Manager Ranc presnted the FY 2024-2025 proposed budget.

B. Update regarding the Public Safety Campus Master Plan (Brawner)
Assistant City Manager Brawner presented an update on the Public Safety Campus Master Plan.

C. Update to City Council regarding development of Senior Center Guidelines (Stovall)
Assistant City Manager Stovall presented a draft of the Senior Center Guidelines.

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Recognition of Summer Reading Program finishers
Mayor Tubbs recognized all participants of the Summer Reading program.

B. EDC Local Business Report (McCarroll)
Anthony Satarino, Economic Development Corporation Director, introduced the Forge 1912.

VI. 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.
Jeff Baird, Steve Hanke, Marie Urmin, and Brian Henry spoke about Morgan Lakes Estates residents in opposition to Ramble Development.

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.

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Cawlfield, the Council voted six (6) for and none (0) opposed to approve all items on the consent agenda.

A. Review and acceptance of the Quarterly Investment Report for the period ended June 30, 2024. (Bromiley)
B. Consider and act to accept the resignation of Bill Webber and declare a vacancy on the Economic Development Corporation Board of Directors. (Vaughns)
C. Consider and act to accept the resignation of Joy Martinez and declare a vacancy on the Library Board. (Vaughns)
D. Consider and act to award bid 2024-116 for the Rectangular Rapid-Flashing Beacon (RRFB) to Roadway Solutions, Inc., at the unit prices listed in the amount of $58,480.00 plus ten percent contingency in the amount of $5,848.00 for a total amount not to exceed $64,328.00. (Glasgow)
E. Consider and act to award bid 2024-109 to TechOps Specialty Vehicles, LLC for the outfitting of the Celina Public Library Bookmobile in the amount not to exceed $112,537.71. (Stovall)
F. Consider and act to authorize the city manager to enter into a right-of-way realignment and dedication agreement by and between the City of Celina and Pignataro Intl, LTD for West Glendenning Parkway. (Brawner)
G. Consider and act to authorize the city manager to enter into a right-of-way realignment and dedication agreement by and between the City of Celina and 10,000 Celina Road LLC for West Glendenning Parkway. (Brawner)
H. Consider and act to purchase fiber optic cable for the expansion of the City fiber network from Graybar Electric Company, Inc. through a cooperative contract with Omnia Public Sector for an amount not to exceed $60,333.28. (AAlexander)
I. Consider and act upon an Administrative Services and Office Space Agreement between the City of Celina and the Celina Economic Development Corporation. (Satarino)
J. Consider and act to authorize the City Manager to execute a cost-sharing agreement with Centurion America to construct arterial median lighting along Bothwell Boulevard for the amount of $273,612.63. (Glasgow)
K. Consider and act to authorize an agreement with Run Celina, LLC. to host a Downtown Turkey Trot. (Monaco)
L. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 11 acres within the Extraterritorial Jurisdiction (ETJ); generally located north of Frontier Parkway and approximately 400 feet west of Custer Road. (PISD Middle School 8 - C-3 Expedited Annexation Service Agreement) (Mohan)

M. Consider and act to approve a work authorization for testing services for the construction of Old Celina Park Playground with WSB, LLC, for an amount not to exceed $54,479.50. (Glasgow)

N. Consider and act to authorize the City Manager to execute a work authorization with Garver LLC for the design of a six million gallons (6MG) ground storage tank at the Celina Road Pump station site for an amount not to exceed $809,078.00. (Glasgow)

O. Consider and act to authorize the City Manager to execute a work authorization with Garver LLC (Garver) to obtain a Texas Commission on Environmental Quality (TCEQ) Texas Pollutant Discharge Elimination System (TPDES) Discharge permit for a new water reclamation facility (WRF) located on Parvin Road for an amount not to exceed $119,049.00. (Glasgow)

P. Consider and act on an amendment for design services for the construction of Choate Parkway from Kinship Parkway to Roseland Parkway with KFM, for an amount not to exceed $76,400.00. (Glasgow)

Q. Consider and act to authorize a change order with C. Green Scaping LP for an amount not to exceed $106,712.64 to add additional traffic control devices requested by the Texas Department of Transportation (TXDOT) to begin work on the Preston Road Green Ribbon project. (Glasgow)

R. Consider and act upon a resolution of the City of Celina, Texas, accepting a petition seeking the creation of the Ariana Public Improvement District within the corporate boundaries of the City and calling for a public hearing for the City Council's September 10, 2024, meeting. (Kearney)

RESOLUTION NO. 2024-40R

RESOLUTION ACCEPTING A PETITION FOR AND CALLING A PUBLIC HEARING ON THE ADVISABILITY OF THE PUBLIC IMPROVEMENTS AND CREATION OF ARIANA PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF CELINA, TEXAS PURSUANT TO CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING THE MAILING AND PUBLICATION OF NOTICE OF THE PUBLIC HEARING RELATED THERETO; AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH.

S. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, approving Tax Increment Reinvestment Zone Number Eleven project expenditures; providing a severability clause; and providing an effective date. (Kearney)

RESOLUTION NO. 2024- 41R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING CERTAIN TAX INCREMENT REINVESTMENT ZONE NUMBER ELEVEN PROJECT EXPENDITURES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

T. Consider and act on an Ordinance amending Ordinance No. 2023-108 which adopted and approved the budget for fiscal year beginning October 1, 2023, and ending September 30, 2024, and make appropriations for each department, project, and account, by adopting an amended 2023-2024 budget for the City of Celina reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

ORDINANCE NO. 2024-43

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2023-108, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2023-2024 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.

U. Consider and act upon an Ordinance authorizing the release of the Drainage Easement dedicated to the City of Celina for a drainage channel to convey flows from Wilson Creek Meadows West Phase 1 to the flood plain. With the installation of storm infrastructure with Wilson Creek Meadows West Phase 2A and 2B the drainage channel and easement is no longer needed. (Glasgow)

ORDINANCE NO. 2024-44

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, VACATING AND ABANDONING ALL OF AN EASEMENT FOR DRAINAGE PURPOSES SITUATED IN THE M. WILHITE SURVEY, ABSTRACT NO. 1008 AND THE J. WESTOVER SURVEY, ABSTRACT NO. 1030, COLLIN COUNTY, TEXAS; SAID EASEMENT BEING PART OF A TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO PULTE HOMES OF TEXAS, L.P. RECORDED IN INSTRUMENT NO. 20210623001270630 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS AND CORRECTED BY INSTRUMENT NO. 20220307000368870 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS; AUTHORIZING THE MAYOR TO SIGN A RELEASE OF EASEMENT; AUTHORIZING THE CITY SECRETARY TO FILE THE RELEASE OF EASEMENT.

V. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Cambridge Crossing Public Improvement District and providing an effective date. **(Bromiley)**

ORDINANCE NO. 2024-45

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLLS FOR THE CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

W. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Celina Hills Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-46

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE CELINA HILLS PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

X. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Chalk Hill Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-47

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLLS FOR THE CHALK HILL PUBLIC IMPROVEMENT DISTRICT NO. 2 IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

Y. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Creeks of Legacy Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-48

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLLS FOR THE CREEKS OF LEGACY PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

Z. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Cross Creek Meadows Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-49

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLLS FOR THE CROSS CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND

SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

AA. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Edgewood Creek Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-50

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLLS FOR THE EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

BB. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Glen Crossing Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-51

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLLS FOR THE GLEN CROSSING PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

CC. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Glen Crossing West Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-52

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE GLEN CROSSING WEST PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

DD. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Harper Estates Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-53

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE HARPER ESTATES PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL

GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

EE. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Hillside Village Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-54

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE HILLSIDE VILLAGE PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

FF. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Lakes at Mustang Ranch Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-55

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

GG. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Legacy Hills Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-56

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE LEGACY HILLS PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

HH. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Mosaic Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-57

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE MOSAIC PUBLIC IMPROVEMENT

DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

II. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Mustang Lakes Annex Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-58

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE MUSTANG LAKES (ANNEX) PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

JJ. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the North Sky Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-59

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLLS FOR THE NORTH SKY PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

KK. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Ownsby Farms Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-60

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLLS FOR THE OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

LL. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Parks at Wilson Creek Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-61

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND

ASSESSMENT ROLLS FOR THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

MM. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Parvin Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-62

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE PARVIN PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

NN. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Sutton Fields East Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-63

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

OO. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Sutton Fields II Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-64

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLLS FOR THE SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

PP. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Ten Mile Creek Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-65

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE

ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLLS FOR THE TEN MILE CREEK PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

QQ. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for The Columns Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-66

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE COLUMNS PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

RR. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Wells North Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-67

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLLS FOR THE WELLS NORTH PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

SS. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Wells South Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-68

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLLS FOR THE WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

TT. Consider and act upon an Ordinance of the City of Celina, Texas, approving the 2024-2025 Annual Service Plan update to the Service and Assessment Plan for the Wilson Creek Meadows Public Improvement District and providing an effective date. (Bromiley)

ORDINANCE NO. 2024-69

AN ORDINANCE OF THE CITY OF CELINA APPROVING THE ANNUAL UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE WILSON CREEK MEADOWS PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §372.013, AS AMENDED; CONTAINING A CUMMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 11 acres within the Extraterritorial Jurisdiction (ETJ); generally located north of Frontier Parkway and approximately 400 feet west of Custer Road, within the Extraterritorial Jurisdiction. (PISD Middle School 8 - C-3 Expedited Annexation) (Mohan)

Mayor Tubbs opened the public hearing at 7:30 p.m.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 7:30 p.m.

Upon a motion by Mayor Pro Tem Hopkins and a second by Deputy Mayor Pro Tem Koehne, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2024-70. The motion carried 6-0.

ORDINANCE NO. 2024-70

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 11 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED NORTH OF FRONTIER PARKWAY AND APPROXIMATELY 400 FEET WEST OF CUSTER ROAD, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

B. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 46 acres to Community Facilities District (CF) zoning; generally located north of Frontier

Parkway and approximately 400 feet west of Custer Road. (PISD Middle School 8 – Zoning) (Mohan)

Mayor Tubbs opened the public hearing at 7:30 p.m.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 7:30 p.m.

Upon a motion by Council Member Wigginton and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2024-71. The motion carried 6-0.

ORDINANCE NO. 2024-71

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 46 ACRES LOCATED IN THE COLEMAN WATSON SURVEY, ABSTRACT NO. 945, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF FRONTIER PARKWAY AND APPROXIMATELY 400 FEET WEST OF CUSTER ROAD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED COMMUNITY FACILITIES DISTRICT (CF); 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.

C. Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 6 acres within the Extraterritorial Jurisdiction (ETJ); generally located south of County Road 106 and approximately 3,300 feet east of Preston Road, within the Extraterritorial Jurisdiction. (Public Works Administration Office - C-3 Expedited Annexation) (Mohan)

Mayor Tubbs opened the public hearing at 7:32 p.m.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 7:32 p.m.

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Cawlfield, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2024-72. The motion carried 6-0.

ORDINANCE NO. 2024-72

PUBLIC WORKS ADMINISTRATION OFFICE ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE

EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 6 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED SOUTH OF COUNTY ROAD 106 AND APPROXIMATELY 3,300 FEET EAST OF PRESTON ROAD, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

D. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 6 acres to Community Facilities District (CF) zoning; generally located south of County Road 106 and approximately 3,300 feet east of Preston Road. (Public Works Administration Office – Zoning) (Mohan)

Mayor Tubbs opened the public hearing at 7:33 p.m.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 7:33 p.m.

Upon a motion by Council Member Wigginton and a second by Council Member Ferguson, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2024-73. The motion carried 6-0.

ORDINANCE NO. 2024-73
PUBLIC WORKS ADMINISTRATION OFFICE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 6 ACRES LOCATED IN THE W.W. SHAWVER SURVEY, ABSTRACT NO. 810, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED SOUTH OF COUNTY ROAD 106 AND APPROXIMATELY 3,300 FEET EAST OF PRESTON ROAD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED COMMUNITY FACILITIES DISTRICT (CF); 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.

E. Conduct a public hearing to consider and act upon a Development Agreement on approximately 157 acres of land; generally located north of future J Fred Smith Parkway and approximately 520 feet east of future Celina Parkway, within the City Limits. (G-Bar – Development Agreement) (McAfee)

Mayor Tubbs opened the public hearing at 7:40 p.m.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 7:40 p.m.

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Cawlfield, the Council voted six (6) for and none (0) opposed to approve the Development Agreement. The motion carried 6-0.

F. Conduct a public hearing to consider and act upon a Development Agreement on approximately 107 acres of land; generally located at the northeast corner of Legacy Drive and Clear Creek Parkway, within both the City Limits and the Extraterritorial Jurisdiction (ETJ). (Legacy Branch – Development Agreement) (McAfee)

Mayor Tubbs opened the public hearing at 8:11 p.m.
Carolina Perez, and Sandy Generali spoke neither in favor nor opposition to the item.
Karla Makenzie submitted a public comment form in support of this item.
With no one else wishing to speak, Mayor Tubbs closed the public hearing at 8:18 p.m.

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Ferguson, the Council voted six (6) for and none (0) opposed to approve the Development Agreement. The motion carried 6-0.

G. Conduct a public hearing to consider and act upon an Ordinance amending the City's Code of Ordinances, by amending Chapter 14: Zoning, Article 14.01: Administration and 14.03: Use Regulations, to modify batch plant regulations. (Batch Plants Zoning Ordinance Revision - Text Amendment) (McAfee)

Mayor Tubbs opened the public hearing at 8:29 p.m.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:29 p.m.

Upon a motion by Council Member Wigginton and a second by Council Member Cawlfield, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2024-74. The motion carried 6-0.

ORDINNCE NO. 2024-74

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA,

TEXAS, AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF CELINA, BEING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING, IN PART, ARTICLE 14.01: ADMINISTRATION AND, IN PART, ARTICLE 14.03: USE REGULATIONS; PROVIDING FINDINGS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION, ENGROSSMENT, AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

IX. ACTION ITEM:

A. Consider and act upon a Resolution accepting the proposed property tax rate; establishing dates for public hearings on the proposed property tax rate and Fiscal Year 2024-2025 budget; providing for the dates for the City Council to approve the property tax rate and Fiscal Year 2024-2025 budget; and providing for publication of public hearing notices as provided by the Texas law. (Bromiley)

Upon a motion by Deputy Mayor Pro Tem Koehne and a second by Council Member Grumbles, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2024-42R. The motion carried 6-0.

RESOLUTION 2024- 42R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ACCEPTING THE PROPOSED PROPERTY TAX RATE; ESTABLISHING THE DATE, TIME, AND LOCATION FOR THE PUBLIC HEARING ON THE PROPOSED PROPERTY TAX RATE; PROVIDING FOR THE DATE TO ADOPT THE PROPERTY TAX RATE; ESTABLISHING THE DATE, TIME, AND LOCATION OF THE PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2024-2025 BUDGET; PROVIDING FOR A DATE TO CONDUCT A VOTE TO ADOPT THE FISCAL YEAR 2024-2025 BUDGET; PROVIDING FOR THE PUBLICATION OF THE PUBLIC HEARINGS AS PROVIDED BY THE TEXAS LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

B. 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 Refunding Bonds, Series 2024 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project); calling for redemption of certain currently outstanding bonds; approving and authorizing related agreements and an updated service and assessment plan; and providing an effective date. (Stovall)

Upon a motion by Deputy Mayor Pro Tem Koehne and a second by Council Member Ferguson, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2024-75. The motion carried 6-0.

ORDINANCE NO. 2024-75

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2024 (WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECT); CALLING FOR REDEMPTION CERTAIN CURRENTLY OUTSTANDING BONDS; AND APPROVING AND AUTHORIZING AN

UPDATED SERVICE AND ASSESSMENT PLAN AND RELATED AGREEMENTS

C. 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 Refunding Bonds, Series 2024 (Wells South Public Improvement District Major Improvement Area Project); calling for redemption certain currently outstanding bonds; approving and authorizing related agreements and an updated service and assessment plan; and providing an effective date. (Bromiley)

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Wigginton, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2024-76. The motion carried 6-0.

ORDINANCE NO. 2024-76

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2024 (WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT); CALLING FOR REDEMPTION CERTAIN CURRENTLY OUTSTANDING BONDS; AND APPROVING AND AUTHORIZING AN UPDATED SERVICE AND ASSESSMENT PLAN AND RELATED AGREEMENTS

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 Refunding Bonds, Series 2024 (Sutton Fields II Public Improvement District Neighborhood Improvement Area #1 Project); calling for redemption certain currently outstanding bonds; approving and authorizing related agreements and an updated service and assessment plan; and providing an effective date. (Stovall)

Upon a motion by Council Member Wigginton and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2024-77. The motion carried 6-0.

ORDINANCE NO. 2024-77

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2024 (SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECT); CALLING FOR REDEMPTION CERTAIN CURRENTLY OUTSTANDING BONDS; AND APPROVING AND AUTHORIZING AN UPDATED SERVICE AND ASSESSMENT PLAN AND RELATED AGREEMENTS

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 Refunding Bonds, Series 2024 (Sutton Fields II Public Improvement District Major Improvement Area Project); calling for redemption certain currently outstanding bonds; approving and authorizing related agreements and an updated service and assessment plan; and providing an effective date. (Stovall)

Upon a motion by Mayor Pro Tem Hopkins and a second by Deputy Mayor Pro

Tem Koehne, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2024-78. The motion carried 6-0.

ORDINANCE NO. 2024-78

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2024 (SUTTON FIELDS II PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT PROJECT); CALLING FOR REDEMPTION CERTAIN CURRENTLY OUTSTANDING BONDS; AND APPROVING AND AUTHORIZING AN UPDATED SERVICE AND ASSESSMENT PLAN AND RELATED AGREEMENTS

F. Consider and act upon an Ordinance adopting a Code of Ethics for Elected and Appointed Officials; providing findings; providing for a cumulative repealer clause; providing for savings; providing for severability; providing for engrossment and enrollment; and providing an effective date. (Ranc)

Upon a motion by Deputy Mayor Pro Tem Koehne and a second by Council Member Wigginton, the Council voted six (6) for and none (0) opposed to table item IX. F. The motion carried 6-0.

G. Consider and act to appoint a committee to review applications for board and commission appointments and set date for applicant interviews. (Vaughns)

Upon a motion by Council Member Wigginton and a second by Mayor Pro Tem Hopkins the Council set August 28 at 5:00 p.m. as the date to review applicants for Boards and Commissions and September 7 as the day to conduct interviews for open seats on various City Boards and Commissions. The motion carried 6-0.

X. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 9:20 PM.

_____

Ryan Tubbs, Mayor

_____ _____

Lauren Vaughns, City Secretary Date

Life Connected.

CITY COUNCIL SPECIAL CALLED MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
WEDNESDAY, AUGUST 28, 2024
5:00 PM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the meeting to order at 5:00 PM.

Members Present:	**Members Absent:**
Mayor Ryan Tubbs	None
Mayor Pro Tem Andy Hopkins	
Deputy Mayor Pro Tem Mindy Koehne	
Council Member Philip Ferguson	
Council Member Eddie Cawlfield	
Council Member Wendie Wigginton	
Council Member Brandon Grumbles	

II. 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.

No comments from the public.

III. ACTION ITEM:

A. Review and discussion of applicants to various City boards, commissions, committees, and corporations. (Vaughns)

B. Consider and act upon appointments to fill terms on various City boards, commissions, committees, and corporations. (Vaughns)

Upon a motion by Deputy Mayor Pro Tem Koehne and a second by Mayor Pro Tem Hopkins, the Council voted four (4) for and two (2) opposed, with Council Members Grumbles and Wigginton casting the votes in opposition, to reappointing Clint Bissett and Andrew Donaldson to the Economic Development Corporation Board of Directors and Daniel Trigo and Shawn Bain to the Planning and Zoning Commission. The motion carried 4-2.

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member

Wigginton, the Council voted five (5) for and one (1) opposed, with Council Member Ferguson casting the vote in opposition, to reappointing Brian Bender and Gina Overstreet to the Arts and Culture board. The motion carried 5-1.

Upon a motion by Mayor Pro Tem Hopkins and second by Council Member Wigginton, the Council voted six (6) for and none (0) opposed to appointing Randall Odebralaki, Shelby Barley, and Jessica Bunn to the Board of Adjustments. The motion carried 6-0.

Upon a motion by Mayor Pro Tem Hopkins and second by Council Member Wigginton, the Council voted six (6) for and none (0) opposed to reappointing Jo Rutt, Becky Freeman, and Tiffany Hoggard to the Library board. The motion carried 6-0.

Council Member Grumbles left the meeting at 5:50 p.m.
Council Member Wigginton left the meeting at 5:59 p.m.

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Cawlfield, the Council voted four (4) for and none (0) opposed to reappointing Buddy Minnett and Joseph Burke and appointing Katie Dunn to the Downtown Commission. The motion carried 4-0.

Upon a motion by Mayor Pro Tem Hopkins and a second by Deputy Mayor Pro Tem Koehne, the Council voted four (4) for and none (0) opposed to reappointing Melissa Green and Janie Grumbles to the Keep Celina Beautiful board. The motion carried 4-0.

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Cawlfield, the Council voted four (4) for and none (0) opposed to reappointing Vicki Hogue to the Special Events Advisory Committee. The motion carried 4-0.

IV. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 6:16 p.m.

_____
Ryan Tubbs, Mayor

_____ _____
Lauren Vaughns, City Secretary Date

Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, SEPTEMBER 10, 2024
4:00 PM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the meeting to order at 4:00 PM.

Members Present:	**Members Absent:**
Mayor Ryan Tubbs	None
Mayor Pro Tem Andy Hopkins	
Deputy Mayor Pro Tem Mindy Koehne	
Council Member Philip Ferguson	
Council Member Eddie Cawlfield	
Council Member Wendie Wigginton	
Council Member Brandon Grumbles	

Moved to item IX.F.

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Tubbs led the Pledge of Allegiance and Invocation.

III. EXECUTIVE SESSION:

As authorized by Section 551.071 of the Texas Government Code, the Regular Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein. (Closed to Public as Provided in the Texas Government Code.)

Texas Government Code Section 551.071 Consultation with Attorney:

A. Ramble PD-37 Language
B. Discussion regarding driveway access to 955 E Ownsby Parking

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.087 Deliberation of Economic Development Negotiations:

C. Discussion regarding an incentive agreement for a business located at 401 W. Pecan St.
D. Discussion regarding Project Blue.
E. Discussion regarding agreement with Bears on the Square, LLC.

Upon a motion by Council Member Wigginton moved to approve an amendment

to the Economic Development Incentive Agreement with Bears on the Square, LLC to increase the incentive amount from $21,000.00 to $24,820.13 and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and none (0) opposed to approve. The motion carried 6-0.

Moved to Proclamations/Presentations/Oaths of Office.

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.072 Deliberation Regarding Real Property:

F. Summary of Eminent Domain Hearing regarding 1510 Vest Lane

G. Discussion of Eminent Domain for Rainwater

Mayor Tubbs recessed the meeting at 5:00 PM.
Mayor Tubbs reconvened the meeting at 6:30 PM.

Moved to Worksession/Committee Reports/Staff Reports.

Reconvene into Open Session to consider and take action, if any, on matters discussed during Executive Session.

H. Consider and act to authorize the acceptance of the Special Commissioners award for 1510 Vest Lane and authorize the City Manager to execute documents necessary for acquiring real property at 1510 Vest Lane.

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Wigginton, the Council voted six (6) for and none (0) opposed to authorize the acceptance of the Special Commissioners award for 1510 Vest Lane. The motion carried 6-0.

I. Consider and act on a resolution of the City Council of the City of Celina, Texas finding that a public necessity exists and authorizing condemnation to acquire rights of way totaling 3.569 acres, drainage easements totaling 1.373 acres, a sanitary sewer easement of 0.901 acres, water easements totaling 0.752 acres, and temporary construction easements totaling 1.752 acres for municipal purposes to build and maintain public utilities, including but not limited to, the installation and maintenance of public roadway, grading, water and sanitary sewer facilities, drainage, such appurtenant facilities as may be necessary, and other public uses, on three real properties as portions of tracts of land generally described as being located in the George Jay Survey, Abstract A0488, Property IDs #2659630, #2659629 and #2854778; on real property as portion of a tract of land generally described as being located in the John M Herron Survey, Abstract A0377, Property ID #1725743; on real property as portion of a tract of land generally described as being located in the BBB & C RR CO Survey, Abstract A0130, Property ID #2717990; and on real property as portion of a tract of land generally described as being located in the Wade H Ratton Survey, Abstract A0753, Property ID #2715160, Collin County, Texas; such properties are generally located on the north and south sides of GA Moore Parkway east of Preston Road, and being more particularly described herein; providing notice of an official determination to acquire real properties for rights of way, drainage easements, a sanitary sewer

easement, water easements and temporary construction easements, such appurtenant facilities as may be necessary, and other public uses; authorizing the city manager to obtain the necessary appraisal reports and make bona fide offers of just compensation for the rights of way and easements; ratifying prior documents made for acquisition of the rights of way and easements; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of the rights of way and easements on said tracts if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repeater clause; providing a severability clause and providing for an effective date.

Council Member Cawlfield moved that the City of Celina authorize the use of the power of eminent domain to acquire rights of way totaling 3.569 acres, drainage easements totaling 1.373 acres, a sanitary sewer easement of 0.901 acres, water easements totaling 0.752 acres, and temporary construction easements totaling 1.752 acres on three real properties as portions of tracts of land generally described as being located in the George Jay Survey, Abstract A0488, Property IDs #2659630, #2659629 and #2854778; on real property as portion of a tract of land generally described as being located in the John M Herron Survey, Abstract A0377, Property ID #1725743; on real property as portion of a tract of land generally described as being located in the BBB & C RR CO Survey, Abstract A0130, Property ID #2717990; and on real property as portion of a tract of land generally described as being located in the Wade H Ratton Survey, Abstract A0753, Property ID #2715160, Collin County, Texas; such properties are generally located on the north and south sides of GA Moore Parkway east of Preston Road (as more fully described and depicted in Exhibits "A" and "B" of the proposed resolution for this item) for a public purpose and use to build and maintain public utilities, including but not limited to, the municipal purpose of installation and maintenance of public roadways, grading, water and sanitary sewer facilities, drainage, such appurtenant facilities as may be necessary within the Easement and other public uses, and adopt Resolution No. 42-R, with this Motion and the first record vote applying to all units of property to be condemned, Council Member Hopkins seconded, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2024-42R. The motion carried 6-0.

RESOLUTION NO. 2024-42R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS FINDING THAT A PUBLIC NECESSITY EXISTS AND AUTHORIZING CONDEMNATION TO ACQUIRE RIGHTS OF WAY TOTALING 3.569 ACRES, DRAINAGE EASEMENTS TOTALING 1.373 ACRES, A SANITARY SEWER EASEMENT OF 0.901 ACRES, WATER EASEMENTS TOTALING 0.752 ACRES, AND TEMPORARY CONSTRUCTION EASEMENTS TOTALING 1.752 ACRES FOR MUNICIPAL PURPOSES TO BUILD AND MAINTAIN PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO, THE INSTALLATION AND MAINTENANCE OF PUBLIC ROADWAY, GRADING, WATER AND SANITARY SEWER FACILITIES, DRAINAGE, SUCH APPURTENANT FACILITIES AS MAY BE NECESSARY, AND OTHER PUBLIC USES, ON THREE REAL PROPERTIES AS PORTIONS OF TRACTS OF LAND

GENERALLY DESCRIBED AS BEING LOCATED IN THE GEORGE JAY SURVEY, ABSTRACT A0488, PROPERTY IDS #2659630, #2659629 AND #2854778; ON REAL PROPERTY AS PORTION OF A TRACT OF LAND GENERALLY DESCRIBED AS BEING LOCATED IN THE JOHN M HERRON SURVEY, ABSTRACT A0377, PROPERTY ID #1725743; ON REAL PROPERTY AS PORTION OF A TRACT OF LAND GENERALLY DESCRIBED AS BEING LOCATED IN THE BBB & C RR CO SURVEY, ABSTRACT A0130, PROPERTY ID #2717990; AND ON REAL PROPERTY AS PORTION OF A TRACT OF LAND GENERALLY DESCRIBED AS BEING LOCATED IN THE WADE H RATTON SURVEY, ABSTRACT A0753, PROPERTY ID # 2715160, COLLIN COUNTY, TEXAS; SUCH PROPERTIES ARE GENERALLY LOCATED ON THE NORTH AND SOUTH SIDES OF GA MOORE PARKWAY EAST OF PRESTON ROAD, AND BEING MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTIES FOR RIGHTS OF WAY, DRAINAGE EASEMENTS, A SANITARY SEWER EASEMENT, WATER EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS, SUCH APPURTENANT FACILITIES AS MAY BE NECESSARY, AND OTHER PUBLIC USES; AUTHORIZING THE CITY MANAGER TO OBTAIN THE NECESSARY APPRAISAL REPORTS AND MAKE BONA FIDE OFFERS OF JUST COMPENSATION FOR THE RIGHTS OF WAY AND EASEMENTS; RATIFYING PRIOR DOCUMENTS MADE FOR ACQUISITION OF THE RIGHTS OF WAY AND EASEMENTS; AUTHORIZING LEGAL COUNSEL TO INSTITUTE EMINENT DOMAIN PROCEEDINGS ON BEHALF OF THE CITY FOR THE ACQUISITION OF THE RIGHTS OF WAY AND EASEMENTS ON SAID TRACTS IF NEGOTIATIONS ARE UNSUCCESSFUL; APPROPRIATING FUNDS FROM A LAWFUL SOURCE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

Moved to Item III. E.

IV. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Arbor Day Proclamation (Tubbs)
~~B. Jimbo's Pizza Proclamation (Tubbs)~~
C. CISD Bond Presentation (Ranc)
D. Announcement of EDC Land Purchase (Satarino)
E. Dallas Regional Chamber Overview (Satarino)

Moved to Open Forum.

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding the appointment of a Charter Review Commission. (Vaughns)

B. Discussion regarding updates to the Boards and Commission Policy. (Vaughns)
C. Discussion of Government Center Construction. (Brawner)

VI. 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.

Joe Stalling spoke regarding property rights.
Collin Price spoke regarding the purchase of switchgear equipment.
Maria Rangel spoke regarding property rights and the grading of rainwater property.
Michelle Everson spoke regarding item "I" on the Consent Agenda.

Moved to item III. H.

Annette Hanke, Kim Greider, Marie Urmin, and Denice Hlavenka spoke regarding Ramble Development.
William Stearns, and Sibyl Stearns submitted a public comment form in opposition of the Ramble Development.
Jennifer Rojas, Katlin Munoz, and Tisha Poncio spoke regarding the Water Tower Lighting Policy.

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.

Items C, I, and P were pulled for Individual Consideration.

Upon a motion by Council Member Wigginton and a second by Council Member Ferguson, the Council voted six (6) for and none (0) opposed to approve the remaining consent agenda items. The motion carried 6-0.

A. Consider and act to authorize a change order with Roadway Solutions for an amount not to exceed $54,490.00 for Bothwell Boulevard Median Lighting project. (Glasgow)
B. Consider and act to authorize a change order to RTEL Construction, LTD for the Fiber Optic installation Phase 1 to add Ground Box Protection for a total amount not to exceed $57,200.00. (Alexander)
C. Consider and act to award bid 2024-115R for the purchase of switchgear equipment for the southeast pump station to The Reynolds Company in the amount of $805,200.00 plus ten percent contingency in the amount of $80,520.00 for a total

amount of not to exceed $885,720.00. (Glasgow)

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Cawlfield, the Council voted Five (5) for and one (1) opposed to approve. The motion carried 5-1. Council Member Wigginton opposed.

D. Consider and act to award an RFP 2024-118 for a five-year agreement for Audit Services to Forvis Mazars, LLP, at the unit prices listed in an amount not to exceed $80,000.00 for the City financial and EDC audits plus $125,000.00 for the PID Financial audits for fiscal year 2024. The RFP includes prices for fiscal years 24, 25, 26, 27, and 28 audits. The estimated five-year agreement total is $431,165.00 for the City financial audit and $675,000.00 for the PID financial audits. (Bromiley)

E. Consider and act to authorize vehicle repairs for the Fire Department from Siddons Martin through a cooperative contract with BuyBoard for an amount not to exceed $109,999.00 and from Fraizer LTD, for an amount not to exceed $61,705.30 for a total not to exceed $171,704.30. (Everson)

F. Consider and act to approve work authorizations for Beware! of the Square for an amount not to exceed $88,750.00 and Christmas on the Square for an amount not to exceed $86,650.00 to B-Weiss Entertainment Group, LLC. (Monaco)

G. Consider and act to authorize an agreement with Integrated Computer Systems for public safety computer-aided dispatch (CAD) and records (RMS) software in an amount not to exceed $105,000.00 for year one, $108,150.00 for year two, and $111,394.50 for year three. (Alexander)

H. Consider and act upon an Amended and Restated Economic Development Performance Agreement between the City of Celina, Celina Economic Development Corporation, and NWC Tollway/Frontier, LP. (Satarino)

I. Consider and act to authorize the City Manager to execute a Third Amendment to the Economic Development Incentive Agreement between the City of Celina, Celina Economic Development Corporation, and Gran Sweet, LLC. (Satarino)

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Wigginton, the Council voted six (6) for and none (0) opposed to table. The motion carried 6-0.

J. Consider and act upon a request to amend an existing development agreement for The Cottages Phase 2; generally located south of County Road 994 and approximately 1,250 feet west of Louisiana Drive, in the City Limits. (The Cottages Phase 2 – DA 2nd Amendment) (Glasgow)

K. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, approving Tax Increment Reinvestment Zone Number Five project expenditures; providing a severability clause; and providing an effective date. (Kearney)

RESOLUTION NO. 2024-43R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING CERTAIN TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE PROJECT EXPENDITURES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

L. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, approving Tax Increment Reinvestment Zone Number Thirteen project expenditures; providing a severability clause; and providing an effective date. (Kearney)

RESOLUTION NO. 2024-44R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING CERTAIN TAX INCREMENT REINVESTMENT ZONE NUMBER THIRTEEN PROJECT EXPENDITURES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

M. Consider and act upon an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2024 Rate Review Mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Ordinance to the company and the ACSC's legal counsel. (Behringer)

ORDINANCE NO. 2024-89

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2024 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

N. Consider and act upon an Ordinance of the City of Celina, Texas, approving the Ralph O'Dell Senior Center Guidelines; establishing a Fee Schedule for the Ralph O'Dell Senior Center; providing for savings, repealing, and severability clauses; and providing an effective date. (Stovall)

ORDINANCE NO. 2024-80

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, APPROVING THE RALPH O'DELL SENIOR CENTER GUIDELINES; ESTABLISHING A FEE SCHEDULE FOR THE RALPH O'DELL SENIOR CENTER; PROVIDING FOR SAVINGS, REPEALING, AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

O. Consider and act on an Ordinance amending Ordinance No. 2023-108 which adopted and approved the budget for fiscal year beginning October 1, 2023, and ending September 30, 2024, and make appropriations for each department, project, and account, by adopting an amended 2023-2024 budget for the City of Celina reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

ORDINANCE NO. 2024-81

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2023-108, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2023-2024 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.

P. Approve the Economic Development Agreement between the City of Celina and the Greater Celina Chamber of Commerce for the Winecrawl on the Square and Oktoberfest

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Grumbles, the Council voted six (6) for and none (0) opposed to approve. The motion carried 6-0.

Q. Consider and act upon an Ordinance amending Ordinance No. 2016-46 expanding the Library Board from seven members to nine members. (Vaughns)

ORDINANCE NO. 2024-82

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CELINA CODE OF ORDINANCES, CHAPTER 1 "GENERAL PROVISIONS", DIVISION 4 "LIBRARY BOARD", ARTICLE 1.04.111 "CREATION; MEMBERSHIP"; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider testimony and receive public input regarding the proposed FY 2024-2025 Budget and act upon an Ordinance of the City of Celina, Texas, adopting and approving the budget for the Fiscal Year 2024-2025 beginning October 1, 2024 and ending September 30, 2025 and making appropriations for each department, project, and account and providing for

expenditures of funds. (Bromiley)

Mayor Tubbs opened the public hearing at 8:58 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:58 PM.

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Wigginton, the Council voted six (6) for and none (0) opposed to approve the FY 2024-2025 Budget. The results of the Roll Call Vote on the FY2024-2025 Budget were: Council Member Cawlfield in favor, Council Member Ferguson in favor, Council Member Grumbles in favor, Mayor Pro Tem Hopkins in favor, Deputy Mayor Pro Tem Koehne in favor, Council Member Wigginton in favor. The motion carried 6-0.

ORDINANCE NO. 2024-83

AN ORDINANCE OF THE CITY OF CELINA, TEXAS MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY AND APPROPRIATING MONEY TO A SINKING FUND TO PAY INTEREST AND PRINCIPAL ON THE CITY'S INDEBTEDNESS; ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR 2024-2025, BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025 (FY 2024-2025"); PROVIDING FOR EMERGENCY EXPENDITURES AND EXPENDITURES AS OTHERWISE ALLOWED BY LAW; IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; REPEALING ALL CONFLICTING ORDINANCES; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR THE FILING OF THE BUDGET IN THE OFFICE OF THE CITY SECRETARY; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE

B. Conduct a public hearing to consider testimony regarding the proposed 2024 Ad Valorem Tax Rate and act upon an Ordinance of the City of Celina, Texas, establishing and levying municipal Ad Valorem Taxes for the fiscal year beginning October 1, 2024, and ending September 30, 2025, at a rate of $0.598168 per one hundred dollars ($100.00) assessed valuation, which includes a maintenance and operations component and a debt service component, on all taxable property within the corporate limits of the City; and providing for collection of the municipal Ad Valorem Taxes, including interest and penalties on delinquent payments. (Bromiley)

Mayor Tubbs opened the public hearing at 9:00 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 9:00 PM.

Deputy Mayor Pro Tem Koehne moved that the property tax rate be increased by the adoption of a tax rate of $0.598168, which is effectively a 5.60 percent increase in the tax rate and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and none (0) opposed to approve the 2024 AD Valorem Property Tax Rate. The results of the Roll Call Vote on the 2024 AD Valorem Property Tax Rate were: Council Member Cawlfield in favor, Council Member Ferguson in favor, Council

Member Grumbles in favor, Mayor Pro Tem Hopkins in favor, Deputy Mayor Pro Tem Koehne in favor, Council Member Wigginton in favor. The motion carried 6-0.

ORDINANCE NO. 2024-84

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ESTABLISHING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT OPERATION AND MAINTENANCE EXPENSES AND INDEBTEDNESS OF THE CITY; PROVIDING FOR A LIEN ON ALL REAL AND PERSONAL PROPERTY TO SECURE PAYMENT OF TAXES DUE THEREON; PROVIDING FOR COLLECTION BY THE COLLIN AND DENTON COUNTY TAX ASSESSOR/COLLECTOR; CONTAINING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES AND PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

C. Conduct a public hearing to consider public comment regarding the creation of the Ariana Public Improvement District and act upon a Resolution creating the Ariana Public Improvement District. (Kearney)

Mayor Tubbs opened the public hearing at 9:03 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 9:03 PM.

Upon a motion by Council Member Wigginton and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and none (0) opposed to approve Resolution 2024-45R. The motion carried 6-0.

RESOLUTION NO. 2024-45R

A RESOLUTION OF THE CITY OF CELINA, TEXAS AUTHORIZING AND CREATING THE ARIANA PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

D. Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 75 acres within the Extraterritorial Jurisdiction (ETJ); generally located at the northeast corner of future Legacy Drive and Celina Parkway, within the Extraterritorial Jurisdiction. (LMR Tract - C-3 Expedited Annexation) (McAfee)

Mayor Tubbs opened the public hearing at 9:08 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 9:08 PM.

Upon a motion by Council Member Wigginton and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and none (0) opposed to approve Ordinance 2024-85. The motion carried 6-0.

ORDINANCE NO. 2024-85

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE

ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 75 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED AT THE NORTHEAST CORNER OF FUTURE LEGACY DRIVE AND CELINA PARKWAY, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

E. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 75 acres to a Planned Development (PD) with Single-Family Residential, Detached District (SF-R), Single-Family Residential, Attached District (SF-A), and Commercial, Office, & Retail District (C) base zoning, and modified development standards; generally located at the northeast corner of future Legacy Drive and Celina Parkway, within the Extraterritorial Jurisdiction (ETJ). (LMR Tract – PD Zoning) (McAfee)

Mayor Tubbs opened the public hearing at 9:09 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 9:09 PM.

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Wigginton, the Council voted six (6) for and none (0) opposed to approve Ordinance 2024-86. The motion carried 6-0.

ORDINANCE NO. 2024-86

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 75 ACRES LOCATED IN H. COCHRAN SURVEY, ABSTRACT NO. 192 AND THE G. CHENOWETH SURVEY, ABSTRACT NO. 140, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHEAST CORNER OF FUTURE LEGACY DRIVE AND CELINA PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED TO A "PD" PLANNED DEVELOPMENT DISTRICT NO. 154 WITH A BASE

ZONING OF SINGLE-FAMILY RESIDENTIAL, DETACHED DISTRICT (SF-R), SINGLE- FAMILY RESIDENTIAL, ATTACHED DISTRICT (SF-A), AND COMMERCIAL, OFFICE, & RETAIL DISTRICT (C) BASE ZONING, WITH MODIFIED DEVELOPMENT STANDARDS; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT STANDARDS, 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.

F. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by rezoning approximately 66 acres to a Planned Development (PD) with Mixed-Use District (MU) base zoning, and modified development standards; generally located at the northwest corner of Oklahoma Drive and Glendenning Parkway, within the City Limits. (Willard Cattle – Planned Development) (Mohan)

Mayor Tubbs opened the public hearing at 9:12 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 9:12 PM.

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Cawlfield, the Council voted six (6) for and none (0) opposed to approve Ordinance 2024-87. The motion carried 6-0.

ORDINANCE NO. 2024-87

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 REZONING OF LAND THAT IS APPROXIMATELY 66 ACRES LOCATED IN THE BBB & RR CO SURVEY, ABSTRACT NO. 132, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHWEST CORNER OF OKLAHOMA DRIVE AND GLENDENNING PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE REZONED FROM LIGHT INDUSTRIAL DISTRICT (L-I) AND MIXED-USE DISTRICT (MU-2), TO A "PD" PLANNED DEVELOPMENT DISTRICT NO. 153 WITH A BASE ZONING OF MIXED-USE DISTRICT (MU), WITH MODIFIED DEVELOPMENT STANDARDS; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT STANDARDS, 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.

G. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by rezoning approximately 3 acres to Downtown Code (The Bricks) zoning; generally located approximately 300 feet north of Maple Street, and approximately 875 feet east of Florida Drive, within the City Limits. (502 N. Illinois – Rezoning) (Mohan)

Mayor Tubbs opened the public hearing at 9:22 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 9:22 PM.

Upon a motion by Council Member Grumbles and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and none (0) opposed to approve Ordinance 2024-88. The motion carried 6-0.

ORDINANCE NO. 2024-88

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 3 ACRES LOCATED IN THE THOMAS STAYTON SURVEY, ABSTRACT NO. 805, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED APPROXIMATELY 300 FEET NORTH OF MAPLE STREET, AND APPROXIMATELY 875 FEET EAST OF FLORIDA DRIVE; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED DOWNTOWN CODE (THE BRICKS SUBDISTRICT) ZONING DISTRICT (DTC); 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.

IX. ACTION ITEM:

A. Consider and act upon an Ordinance of the City of Celina, Texas, ratifying the property tax revenue increase reflected in the annual budget for the Fiscal Year 2024-2025, beginning October 1, 2024 and ending September 30, 2025. (Bromiley)
Upon a motion by Council Member Wigginton and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and none (0) opposed to approve Ordinance 2024-89 Ratifying the Property Tax Revenue Increase. The motion carried 6-0.

ORDINANCE NO. 2024-90

AN ORDINANCE OF THE CITY OF CELINA, TEXAS RATIFYING THE PROPERTY TAX REVENUE IN THE FISCAL YEAR 2024-2025 BUDGET AS A RESULT OF THE CITY RECEIVING MORE REVENUES FROM PROPERTY TAX IN THE FISCAL YEAR 2024-2025 BUDGET THAN IN THE PREVIOUS FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.

B. Consider and act upon appointments and removals to fill terms on various City boards, commissions, committees, and corporations. (Vaughns)

Mayor Pro Tem Hopkins made a motion to remove Vicki Hoge from the Special Events Advisory Committee and appoint Chris Baksa, Amy Ludwyck, and Amanda Webber; to appoint Vicky Hogue, Margaret (Trice) Whitaker, and Tom Parsons to the Library Board; and to appoint Cody Hunter Ryan Wilcox, Clint Bissett, and Andrew Donaldson to 2-year terms and Rocky Hussman, Cindy Peters, and Shane Lambert to 1-year terms on the Economic Development Coporation Board of Directors and a second by Council Member Wigginton, the Council voted six (6) for and none (0) opposed to approve the removals and appointments of various City boards, commissions, committees, and corporation members. The motion carried 6-0.

Mayor Pro Tem Hopkins made a motion to remove Russell Boswell from the Planning and Zoning Commission and appoint Jason Laumer and Ryan Samuelson and a second by Deputy Mayor Pro Tem Koehne, the Council voted four (4) for and two (2) opposed to approve the removals and appointments of Planning and Zoning Commission Members. The motion carried 4-2. Council Member Wigginton, and Council Member Ferguson opposed.

C. Consider and act to authorize Amendment 1 to add the Guaranteed Maximum Price (GMP) for the construction of the Government Center parking garage through the Construction Manager At Risk, Swinerton, in the amount of $19,303,385.00 (Brawner)

Upon a motion by Council Member Wigginton and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and none (0) opposed to approve the Guaranteed Maximum Price (GMP) for the construction of the Government Center parking garage in the amount of $19,303,385.00. The motion carried 6-0.

D. This action item is to finalize and brand the name of the Government Center, which has been operating under a placeholder name. (Monaco)

Upon a motion by Council Member Wigginton and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and none (0) opposed to approve naming the Government Center as Downtown Center. The motion carried 6-0.

E. Consider and act to authorize the City Manager to execute an infrastructure funding agreement by and between the City of Celina and Ramble Investment, LP for the construction and installation of oversize public infrastructure. (Brawner)

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Ferguson, the Council voted six (6) for and none (0) opposed to approve an infrastructure funding agreement with Ramble Investment, LP for the construction and installation of oversize public infrastructure. The motion carried 6-0.

F. Conduct interviews for applicants for City Boards and Commissions. (Vaughns)

X. ADJOURNMENT:
Mayor Tubbs adjourned the meeting at 9:42 PM.

_____
Ryan Tubbs, Mayor

_____ _____
Lauren Vaughns, City Secretary Date

Life Connected.

CITY COUNCIL SPECIAL CALLED MEETING

CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.

MONDAY, SEPTEMBER 23, 2024

5:00 PM

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the meeting to order at 5:04 PM.

Members Present:	**Members Absent:**
Mayor Ryan Tubbs	Deputy Mayor Pro Tem Mindy Koehne
Mayor Pro Tem Andy Hopkins	Council Member Eddie Cawlfield
Council Member Philip Ferguson	
Council Member Wendie Wigginton	
Council Member Brandon Grumbles	

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Tubbs led the Pledge of Allegiance and Invocation.

III. EXECUTIVE SESSION:

As authorized by Section 551.071 of the Texas Government Code, the Regular Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein. (Closed to Public as Provided in the Texas Government Code.)

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.087 Deliberation of Economic Development Negotiations:

A. Discussion regarding an incentive agreement with a business located at 401 W. Pecan St.

Upon a motion by Mayor Pro Tem Hopkins and second by Council Member Grumbles, the Council voted three (3) for and one (1) opposed to amend the agreement to convert the City loan to a grant, measure the sales tax for the grants as twenty-five percent of rejections, and extend the CO deadline to June 6, 2024, and authorize the Mayor to sign. The motion carried 3-1. Council Member Ferguson opposed.

Texas Government Code Section 551.071 Consultation with Attorney and Section 551.072 Deliberation Regarding Real Property:

B. Discussion regarding an easement acquisition from Legacy North LP, for Dallas Parkway waterline.

Mayor Tubbs recessed the meeting at 5:06 PM.
Mayor Tubbs reconvened the meeting at 5:43 PM.

Reconvene into Open Session to consider and take action, if any, on matters discussed during Executive Session.

IV. 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.

Down Valentine spoke regarding speed limit on Sunset Blvd.

Jennifer Rojas, and Tisha Poncio spoke regarding the Water Tower Lighting Policy.

Ghentry Pace spoke regarding the agreement with Lowes.

V. ACTION ITEM:

A. Consider and act to update the policy for the Downtown Water Tower Lighting Schedule. (Monaco)

Upon a motion by Council Member Wigginton and a second by Mayor Pro Tem Hopkins, the Council voted four (4) for and none (0) opposed to light the City Water Tower on Saturday, September 28, 2024, in support of Childhood Cancer Awareness. The motion carried 4-0.

B. Consider and act on a Performance Agreement by and between the City of Celina, Celina Economic Development Corporation, and Lowe's Home Centers, LLC. (Satarino)

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Wigginton, the Council voted four (4) and none (0) opposed to approve the agreement. The motion carried 4-0.

VI. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 6:12 PM.

_____

Ryan Tubbs, Mayor

_____ _____

Lauren Vaughns, City Secretary Date

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Dusty McAfee, Director of Development Services
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Victoria Kiker
Date:	October 8, 2024
Re:	Gateway Monumentation

Action Requested:
Consider and act to authorize a work authorization with Kimley-Horn for Gateway Monumentation in an amount not to exceed $93,800. (McAfee)

Background Information:
This request is for the development of a Gateway Monumentation Plan (GMP), recommended by the 2040 Comprehensive Plan and included in the City's Strategic Plan. The GMP will establish a monument strategy reflecting Celina's vision and branding. Public engagement, town hall meetings, online surveys, as well as input from the Arts & Culture Board, Parks Board, Planning & Zoning Commission, and the City Council will also be garnered for creating imagery concepts. The timeline of the project is approximately 180 days (with a one-time 90-day extension if needed). Please refer to the attached documents for additional details.

Legal Review:
Work authorization has been previously reviewed and approved.

Supporting Documents:
1. WA Partially Signed - Gateway Monumentation
2. Staff Presentation

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

Staff Recommendation:
Staff recommends authorizing the work authorization as presented.

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 KH	MAPS Date:	10/10/2022

In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **Kimley Horn and Associates** (Engineer or Consultant); Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Name:	Gateway Monumentation		
Engineer Project #		**Task Order Date:**	October 9, 2024
Engineer:	Kimley Horn and Associates		
Purchase Order#:		**Project #:**	
Engineer Representative	Ben Rankin	**Owner Representative:**	Madhuri Mohan

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month (1-31)
Submission Date:	Submit invoice by the 10th of each month.
Invoice Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov & **aglasgow@celnia-tx.gov** Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include 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 Main Agreement for Consulting Services. Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings/Plans _____are _X_ are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order, Signed Work Order.
5. **Other: Design schedule shall be submitted for work orders where the scope of work duration surpasses ninety (90) calendar days.**

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **Attach as Exhibit A**
2. **Compensation:** **Attach as Exhibit B**
3. **Timeline / Schedule:** **Attach as Exhibit C**
4. **Deliverables:** **Attach as Exhibit D**

ACCEPTANCE:

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

Execution of this Work Authorization by Owner and Consultant makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

CITY OF CELINA	**ENGINEER**
	Louis N Ante (Sep 26, 2024 17:52 CDT)
Signature	Signature
Robert Ranc, City Manager	Louis N Ante, Senior Vice President
Printed Name & Title	Printed Name & Title
	9/26/24
Date	Date

EXHIBIT "A"
SCOPE OF SERVICES TO BE PROVIDED BY KIMLEY-HORN

CITYWIDE GATEWAY MONUMENTATION

I. PROJECT DESCRIPTION

The City of Celina ("Client") is requesting Kimley-Horn ("Consultant") to develop a citywide gateway monumentation strategy ("Project") that reflects the current vision and brand for the City. This Scope of Services does not include construction drawings or design of wayfinding signage, regulatory signage, warning signs, road or railway identification signs or any other type of sign not specifically listed in this scope.

II. TASK SUMMARY, BASIC SERVICES

Task 1: Monument Sign Visioning and Locations

Kimley-Horn will review relevant Client provided documents for branding, engineering, GIS boundaries, and lighting codes to develop an initial sense of place. In addition, Kimley-Horn will perform a vehicle tour of the City to identify and photograph possible locations for monument elements.

Kimley-Horn will perform the following:

a) Provide support as needed to City Staff who will present the initial project idea to City Council (CC) for CC guidance and direction.
b) Attend a kick-off meeting with City Staff and key members of other boards / commissions
c) Prepare Initial Monument Sign Visioning package elements, to include:
    i) Imagery and text depicting high level history and vision of Celina
    ii) Goals and objectives of the monuments
    iii) Precedent monument examples and inspiration
d) Prepare for and present at up to two (2) community events
e) Prepare potential monument location exhibit
f) Prepare for and present the Initial Monument Sign Visioning package, location plan options, and public feedback to the following three City boards at up to three (3) separate meetings. Order of meetings to be determined by City Staff.
    i) Arts & Culture Board
    ii) Community Development Corporation/Parks & Recreation Board
    iii) Planning and Zoning Commission

Documentation will be presented in PDF format unless otherwise stated.

Task 2: Concept Development

Based on the input and results of Task 1, Kimley-Horn will create up to 6 preliminary sketch level monument ideas for City Project Staff and/or TAC to review. After City discussion and selection of up to three (3) of these preliminary ideas, Kimley-Horn will further refine the 3 selected monument ideas into monument concepts. Each monument concept will include 2 monument types/sizes (primary and secondary).

Each monument concept will include:

a) Site plan with immediate landscape concept
b) Elevation
c) 3d model (SketchUp) showing the basic illustration and scale / mass of the design intent
    i) 3d imagery not to include detail of adjacent buildings, infrastructure and background.
d) Supporting imagery depicting the aesthetic design intent

Kimley-Horn will prepare one (1) online survey to promote / gain public involvement. Timing of the survey to be determined by the City.

Pre-final preferred Monument Sign Concept - The City will select 1 of the 3 Monument Sign Concepts to refine further. Kimley-Horn will incorporate up to one (1) round of comments on the preferred concept and prepare the final concept documents.

Kimley-Horn will provide one (1) Citywide Monument Phasing Plan that identifies priority locations of monument signs. In addition, Kimley-Horn will provide one (1) Opinion of Probable Construction Cost ("OPCC") of each monument.

Kimley-Horn will assist the City in identifying various funding sources available to Celina to pull from in the future.

Subsequent modifications resulting from location changes or additional review comments directed by the City, shall be considered an Additional Services. Additional Services will be billed to the Client hourly, according to the then current Kimley-Horn hourly rate schedule, as authorized by the Client.

Kimley-Horn will prepare for and present the gateway monumentation strategy (concepts, OPCC and phasing plan) to the following 3 City boards at up to three (3) separate meetings. Order of meetings to be determined by City Staff.

a) Arts & Culture Board
b) Community Development Corporation/Parks & Recreation Board
c) Planning and Zoning Commission

Kimley-Horn will finalize the preferred Monument Sign Concept development based on feedback from public online survey and board/commission meetings.

Kimley-Horn will develop a presentation for one (1) City Council meeting, where Kimley-Horn will present to City Council and address question.

Documentation will be presented in PDF format unless otherwise stated.

Task 3: Hourly Meetings and Coordination (not included in above Scope of Services)
Kimley-Horn will coordinate with, prepare for and attend meetings or conference calls with the Client and other stakeholders or agencies as requested by the Client. Additional rounds of review and coordination beyond those stated in the Scope of Services are included in this task. Franchise utility coordination is not included as part of this task.

The extent of our project coordination under this task will be to provide the necessary, but limited exchange of information to the Client sufficient to perform our design responsibilities for this project.

Kimley-Horn will provide these services on an hourly basis at our then current hourly rates. The budgeted fee for this task is based on approximately twenty (20) hours of labor. If additional effort is required, it will be performed as an Additional Service.

OPCC Notes:
The OPCC will be based on concept level drawings and will identify the cost to build the monument and a minimum area of landscape around the monument. Because the level of drawings produced will be concept, Kimley-Horn will include a design contingency.

Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

- End of Scope of Services –

ADDITIONAL SERVICES

Any services not specifically provided for or listed in the above Scope of Services, as well as any changes or expansions in the Scope of Services requested by the Client, will be considered Additional Services. Examples of Additional Services and exclusion include but are not limited to, the following:

- Funding drawings, proposals and or supporting documentation
- Assistance with surveys, easements, platting and or acquisitions
- Marketing quality renderings as requested by the client.
- Website design
- Wayfinding and/or interpretive signage
- Construction drawings and construction phase services
- Engineering
- Structural design
- Printing and reproduction
- Spanish translation
- Franchise utility coordination
- Fees charged by franchise utilities, the City, County, TxDOT, NCWSC, TCEQ, or other entities for coordination efforts, permitting and for providing information and record documents. Such fees shall be paid by the Client or reimbursed to Kimley-Horn as an expense if paid by Kimley-Horn.
- Title Research
- Construction Staking
- Environmental site assessment
- Tree mitigation services
- Identifying or correcting any deficient found in any data provided by others. Kimley-Horn will be entitled to rely upon any information provided by the Client.
- Architectural design (if required) of structures to be provided by others

EXHIBIT "B"
COMPENSATION

CITYWIDE GATEWAY MONUMENTATION

Basic Services	
Task 1. Monumentation Sign Visioning and Locations	$36,000
Task 2. Concept Development	$51,800
Basic Services (Lump Sum)	**$87,800**
Hourly Services	
Task 3. Hourly Meetings and Coordination	$6,000
Hourly Services (Hourly)	**$6,000**
Project Budget, Grand Total (Not to Exceed)	**$93,800**

EXHIBIT “C”
TIMELINE / SCHEDULE

CITYWIDE GATEWAY MONUMENTATION

Within 180 working days of execution of contract. If needed a one time 90 working day extension.

EXHIBIT “D”
DELIVERABLES

CITYWIDE GATEWAY MONUMENTATION

See **EXHIBIT “A” – SCOPE OF SERVICES TO BE PROVIDED BY KIMLEY-HORN**

GATEWAY MONUMENTATION

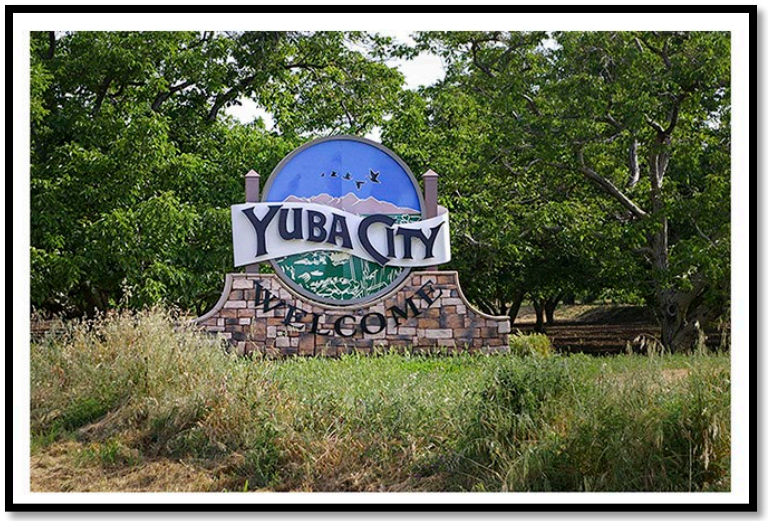
INTRODUCTION

City Council

October 8, 2024

BACKGROUND

- The 2040 Comprehensive Plan recommended the City engage a consultant to develop a Gateway Monumentation plan
- Gateway Monumentation is also an action item within the Strategic Plan
- The proposed cost of the Gateway Monumentation plan is appropriated in the budget



BACKGROUND

Strategy	Action Number	Action	Priority
Design: Implement a design palette and style throughout the City to communicate Celina's unique brand.	Action 4.1.1	Develop and adopt a City Branding Design Guide to govern signage, wayfinding signs, street signs, neighborhood-specific nested branding strategies, lighting, public art, monumentation, and other physical design strategies that can communicate the Celina brand.	Short-term
	Action 4.1.2	Identify a prioritized strategy for improvements to Gateways and District Threshold features at locations identified in the Parks Master Plan, to include timing, scale, funding, and potential partners.	Mid-term
	Action 2.5.6	Create a bold and exciting palette and plan (including funding and installation) for gateways and monuments for Celina that showcase Celina's Vision Statement contained in Celina 2040.	Mid-term

Gateway features will welcome visitors at the City's main entrances. These features will make use of design elements that are consistent throughout the community, creating a cohesive Celina brand. This may include cohesive landscaping, colors, fonts for signage, and building materials.

OVERVIEW

- The Gateway Monumentation Plan (GMP) will create a citywide monument strategy to reflect Celina's vision and brand
- Plans typically include the following:
  - Visioning imagery and text
  - Goals & objectives of the monuments
  - Local inspiration & precedent conditions
  - Gateway locations
  - Monument sign concept
  - Opinion of probable construction costs
  - Listing of possible funding sources to consider
  - Phasing options

PROCESS

- Public engagement at community events, town hall meeting, and online survey
- Kickoff meetings with the Arts & Culture Board, Parks Board, and the Planning & Zoning Commission
- Several monument imagery concepts will be developed, based upon feedback from the community, staff, and boards & commissions, including recommended gateway locations
- Follow-up meeting with the 3 boards for a recommendation on the preferred monument concept
- Final approval authority remains with the City Council

AGREEMENT

- Scope: includes public engagement, concept development, meeting attendance, and final plan delivery
- Timeline: approximately 180 days
- Consultant: Kimley-Horn
- Contract: $93,800

POLICY CONSIDERATIONS

- The proposed design guide will provide features and elements that create consistency throughout the City with Celina's branding, and will help implement the vision outlined in the Comprehensive Plan and Strategic Plan
- Funding is available and reserved
- Wayfinding Signage is tentatively scheduled following the completion of Gateway Monumentation
- Although close coordination between the 2 plans is important, they remain separate endeavors

NEXT STEPS

- Approve the contract with Kimley-Horn
- Project launch

Figure 4 - City Gateways

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andy Glasgow
Date:	October 8, 2024
Re:	Oncor Encroachment Agreement

Action Requested:
Consider and act to authorize an encroachment agreement with Oncor for the Parks at Wilson Creek Phase 2 spine trail. (Glasgow)

Background Information:
The City's adopted Trails Master Plan outlines the approximate location of various types of trails across the city for pedestrian connectivity. One section of these future spine trails is shown to bisect the Parks of Wilson Creek subdivision along an existing Oncor transmission power line easement. This first section of the spine trail is proposed to be in Parks of Wilson Creek Phase 2. The developer of the community, Cambridge Companies, has coordinated with Oncor on the design and placement of the twelve feet (12') wide concrete trail and landscaping along Oncor's easement.

In order for the trail and associated landscaping to be installed by Cambridge, Oncor has requested the execution of an encroachment agreement between Oncor and the City. The cost of the improvements and long term maintenance will be the responsibility of Cambridge as part of Parks of Wilson Creek Phase 2.

Legal Review:
Standard Encroachment Agreement

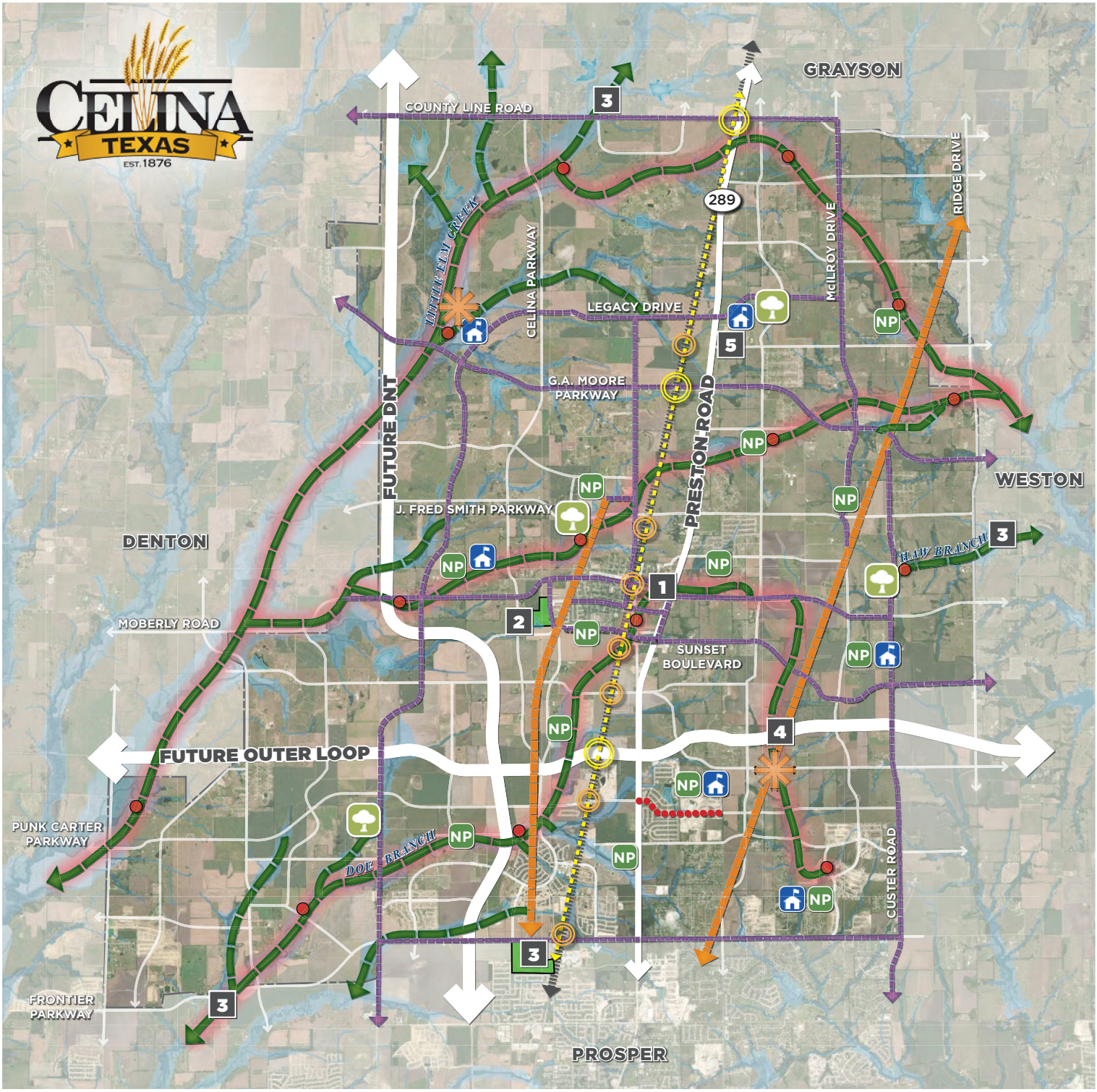
Supporting Documents:
1. Trails Master Plan Map
2. 2024-2773JB Hike and Bike Trail Encroachment on Easement - City of Celina

3. Oncor Encroachment Agreement_October Council Presentation

Financial Consideration:
Development Responsibility

Staff Recommendation:
Staff recommends approval of the agreement.

OVERALL TRAILS MASTER PLAN



Greenbelt Spine Trail
Trail Access Opportunity

Easement Spine Trail
North/South Trail Access Opportunity

Thoroughfare Spine Trail
Trail Access Opportunity within Future Thoroughfares

Bike Lane
Existing On-Road Dedicated Bike Lane

Railroad Spine Trail
Along Existing BNSF Railroad

Future Parks

- Regional Park
- Community Park
- Neighborhood Park
- School Park

Collin County Regional Trails Master Plan Spine

Future Thoroughfares
Major and Minor

Creeks & Floodplain Areas
100 Year Floodplain Zones

Existing BNSF Railroad

Railroad Crossing
Grade Separated

Railroad Crossing
At Grade

Trailhead
Opportunity

1. **Downtown Celina**
   Connectivity Through Downtown
2. **Old Celina Park**
3. **Regional Connections**
   Connect to Neighboring Cities and Parks
4. **Future Outer Loop**
   Ensure Continuous Trail Connection
5. **Celina High School**

NORTH

SCALE 0 1/4 1/2 1 Mile

ENCROACHMENT ON EASEMENT

WHEREAS, **Oncor Electric Delivery Company LLC ("Oncor")**, is the owner of an easement in Collin County, Texas, which is recorded in Volume 491, Page 446 of the Deed Records of Collin County, Texas ("**Easement**"); and

WHEREAS, the **City of Celina** ("**User**"), desires permission to construct, operate and maintain a twelve (12) foot wide Hike and Bike Trail with landscaping and drip irrigation ("**Encroaching Facility**") within the area or boundaries of the Easement ("**Easement Area**").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Oncor and User do hereby agree as follows:

1. **Location of Encroaching Facility**. User may locate the Encroaching Facility in the Easement Area, but only as described and shown on the attached drawing marked **Exhibit "A"**, incorporated herein. User may not relocate the Encroaching Facility within the Easement Area without the consent and approval of Oncor, which consent and approval shall be at Oncor's sole discretion. User acknowledges and agrees that Oncor holds easement rights on the Easement Area; therefore, User shall obtain whatever rights and permission, other than Oncor's, that are necessary.

2. **Restrictions on Use of Easement Area**. User shall use only so much of the Easement Area as may be necessary to construct, maintain, operate and repair the Encroaching Facility. User shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said Encroaching Facility. At the conclusion of any construction, User shall remove all debris and other materials from the Easement Area and restore the Easement Area to the same condition it was in prior to the commencement of User's construction thereon or in proximity thereto.

User shall not place trash dumpsters, toxic substances or flammable material in the Easement Area. Further, if the Easement Area has transmission or distribution facilities located thereon, User shall not place upon the Easement Area any improvements, including but not limited to, buildings, light standards, fences (excluding barriers installed around transmission towers), shrubs, trees or signs unless approved in advance in writing by Oncor. Additional general construction limitations on encroachments are described and listed in **Exhibit "B"**, attached hereto and by reference made a part hereof.

3. **Maintenance of Encroaching Facility**. User, at User's sole expense, shall maintain and operate the Encroaching Facility. Oncor will not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of User's Encroaching Facility. User shall be liable for any and all taxes and fees assessed by cities or other taxing authorities related to User's Encroaching Facility or User's other allowed improvements being located on the Easement Area, including, but not limited to, the assessment of any storm water fees.

4. **Risk and Liability**. User assumes all risks and liability resulting or arising from or relating to User's use, the existing condition or location, or existing state of maintenance, repair or operation of the Easement Area. It is further agreed that Oncor shall not be liable for any damage to the Encroaching Facility as a result of Oncor's use or enjoyment of its Easement. Any Oncor property damaged or destroyed by User or its agents, employees, invitees, contractors or subcontractors shall be repaired or replaced by Oncor at User's expense and payment is due upon User's receipt of an invoice from Oncor.

5. **Indemnification**. User, to the extent allowable by law, agrees to defend, indemnify and hold harmless Oncor, its officers, agents and employees, from and against any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including attorney's fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, for personal injury (including death), property damage or other harm for which recovery of damages is sought or suffered by any person or persons that may arise out of, or be occasioned by, the negligence, misconduct or omission of User, its officers, agents, associates, employees, contractors, subcontractors, subconsultants, or any other person entering onto the Easement Area or may arise out of or be occasioned by the use of the Encroaching Facility, except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of Oncor, its officers, agents, or employees or separate contractors, and in the event of joint and concurrent negligence of both Oncor and User, responsibility and indemnity, if any, shall be apportioned comparatively. Nothing contained herein shall ever be construed so as to require User to assess, levy and collect any tax to fund its obligations under this paragraph. Article XI Section 5 of the Texas Constitution provides that a city is prohibited from creating a debt unless the city levies and collects a sufficient tax to pay the interest on the debt and provides a sinking fund. The City of Celina has not and will not create a sinking fund or collect any tax to pay any obligation created under this section.

6. **High Voltage Restrictions**. Use of draglines or other boom-type equipment in connection with any work to be performed on the Easement Area by User, its employees, agents, invitees, contractors or subcontractors must comply with Chapter 752, Texas Health and Safety Code, the National Electric Safety Code and any other applicable safety or clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment be within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines situated on the aforesaid property. User must obtain Oncor's approval and notify the **Region Transmission Department at (903) 879-2383,** 48 hours prior to the use of any boom-type equipment on the Easement Area.

7. **Relocation of Facilities**. User shall not place its facility within 25 feet of any pole or tower leg. User agrees that in the event that Oncor determines that User's Facility interferes with Oncor's facilities, User will relocate User's Facility at User's expense. User will be entitled to relocate User's Facility on the encroachment area granted hereunder if reasonably possible without further interference with Oncor's facilities. If User's Facility cannot be relocated on the encroachment area, then, if reasonably possible, Oncor agrees to grant User an encroachment near the encroachment granted hereunder so that User's facility can continue to operate as originally intended.

8. **Default and Termination**. It is understood and agreed that, in case of default by User or its agents in any of the terms and conditions herein stated and such default continues for a period of thirty (30) days after Oncor notifies User of such default in writing, Oncor may at its election forthwith terminate this agreement and upon such termination all of User's rights hereunder shall cease and come to an end. This agreement shall also terminate upon the abandonment of the Encroaching Facility.

This agreement shall extend to and be binding upon User and its successors and assigns, and is not to be interpreted as a waiver of any rights held by Oncor under its Easement.

Executed this _____ day of _____, 2024.

APPROVAL:

Oncor Electric Delivery Company LLC

By:_____

_____

Attorney-In-Fact

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as Attorney-In-Fact of **Oncor Electric Delivery Company LLC**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2024.

_____

Notary Public in and for the State of Texas

ACCEPTANCE:

City of Celina

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as the _____ of the **City of Celina**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2024.

_____
Notary Public in and for the State of Texas

After Recording, Return To:
Oncor Electric Delivery Company LLC
Right of Way Services
Attn: Laura DeLaPaz
777 Main St, Suite 707
Ft. Worth, Texas 76102

Exhibit "A" (1 of 8)

A KEY MAP
SCALE: 1"= 300'

PLAN

NORTH

0 150 300 600
(FEET)
1 inch = 300 ft.

DESIGN TEAM

LJA
PLANNING | LANDSCAPE ARCHITECTURE
2150 South Central Expressway | Suite 380 | McKinney, Texas 75070
Phone 214.620.2800 FRN - F-1386

IRRIGATION DESIGNER

KEY MAP

CLIENT

THE CAMBRIDGE COMPANIES, INC.
8750 CENTRAL EXPRESSWAY
SUITE 1735 DALLAS, TX 75231

PROJECT

THE PARKS AT WILSON CREEK - PHASE 2 (OHP)
CELINA, TEXAS

PROJECT NUMBER
NT110-0334

SEAL

REGISTERED LANDSCAPE ARCHITECT
EVAN M. HUNT
3307
STATE OF TEXAS

JULY 24, 2024

REVISIONS

REVISION	DATE	REMARKS
1	07/24/24	ONCOR COMMENTS

ISSUE TITLE: CITY SUBMITTAL
ISSUE DATE: 06/28/2024

PROJECT MANAGER: EH / RM
DRAWN BY: JS / JI
PROJECT DESIGNER: EH / JS

SHEET TITLE

KEY MAP

SHEET NO.

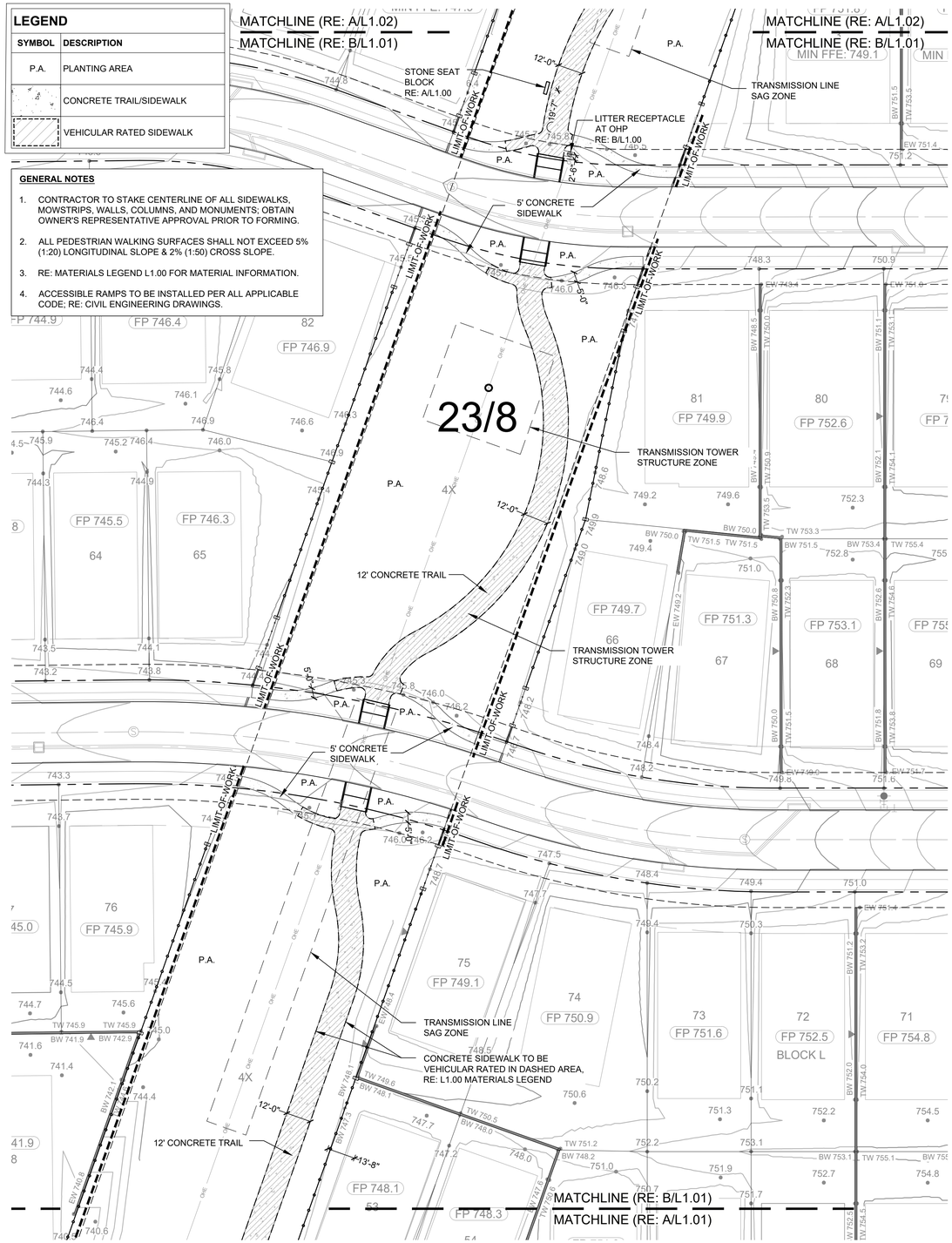
KM

Exhibit "A" (2 of 8)

LEGEND	
SYMBOL	DESCRIPTION
P.A.	PLANTING AREA
	CONCRETE TRAIL/SIDEWALK
	VEHICULAR RATED SIDEWALK

GENERAL NOTES

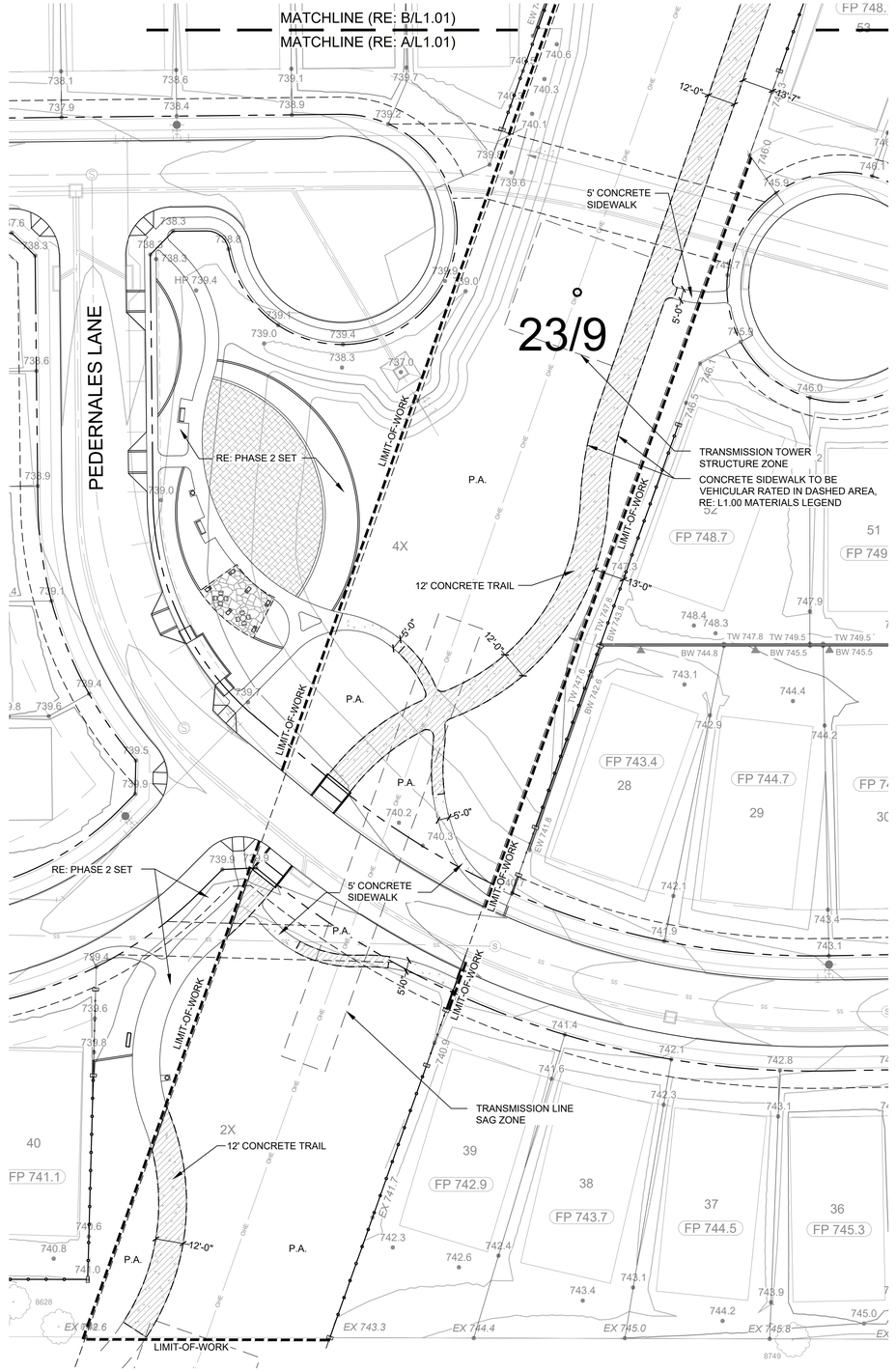
1. CONTRACTOR TO STAKE CENTERLINE OF ALL SIDEWALKS, MOWSTRIPS, WALLS, COLUMNS, AND MONUMENTS; OBTAIN OWNER'S REPRESENTATIVE APPROVAL PRIOR TO FORMING.
2. ALL PEDESTRIAN WALKING SURFACES SHALL NOT EXCEED 5% (1:20) LONGITUDINAL SLOPE & 2% (1:50) CROSS SLOPE.
3. RE: MATERIALS LEGEND L1.00 FOR MATERIAL INFORMATION.
4. ACCESSIBLE RAMPS TO BE INSTALLED PER ALL APPLICABLE CODE; RE: CIVIL ENGINEERING DRAWINGS.



B HARDSCAPE & LAYOUT PLAN
SCALE: 1"= 30' PLAN

NORTH

0 15 30 60
(FEET)
1 inch = 30 ft.



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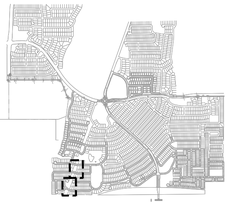
KEY MAP



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SEAL

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ISSUE DATE: 06/28/2024

PROJECT MANAGER: EH / RM
DRAWN BY: JS / JI
PROJECT DESIGNER: EH / JS

SHEET TITLE

HARDSCAPE & LAYOUT PLAN

SHEET NO.

L1.01

Exhibit "A" (3 of 8)

LEGEND	
SYMBOL	**DESCRIPTION**
P.A.	PLANTING AREA
	CONCRETE TRAIL/SIDEWALK
	VEHICULAR RATED SIDEWALK

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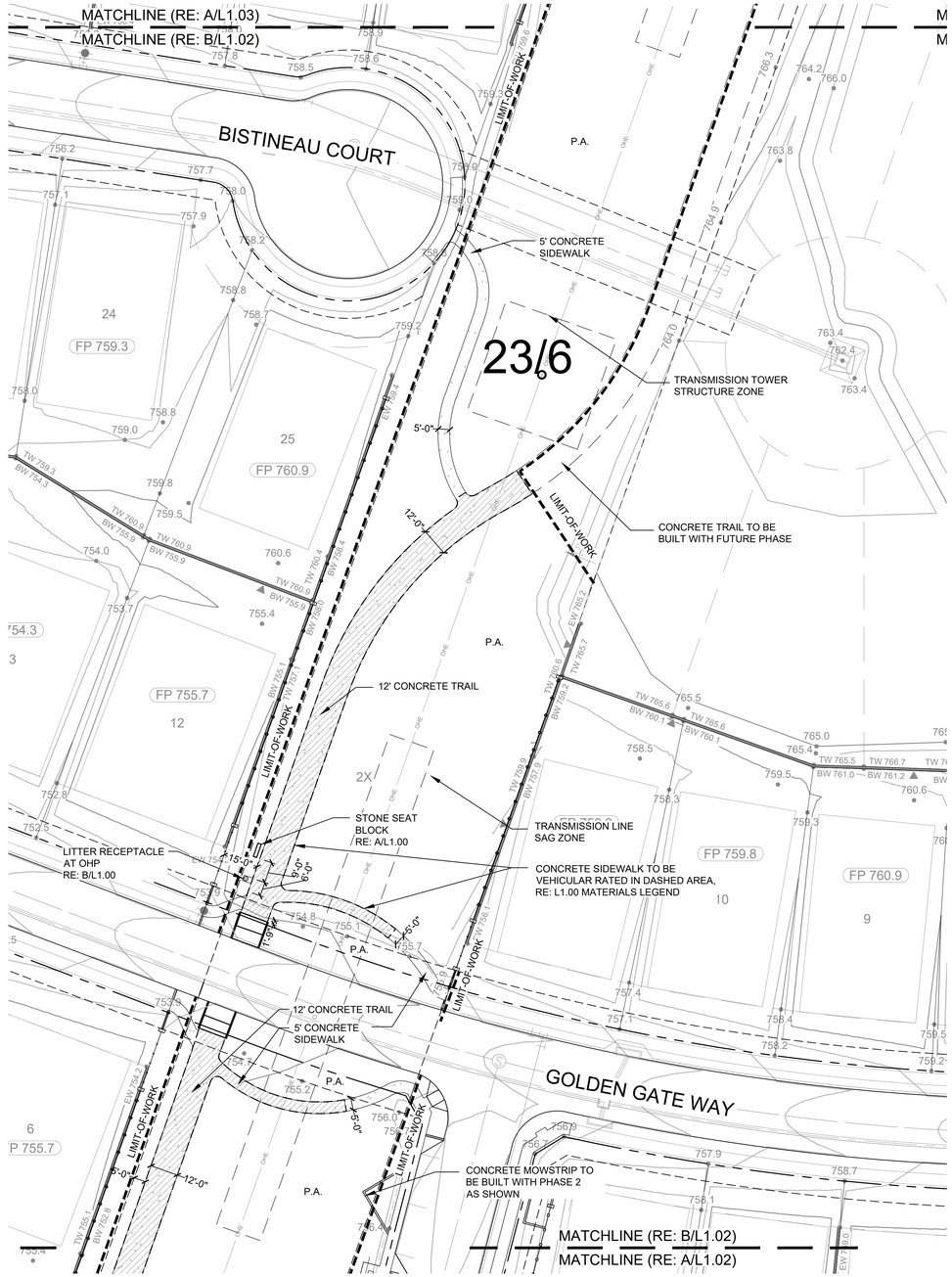

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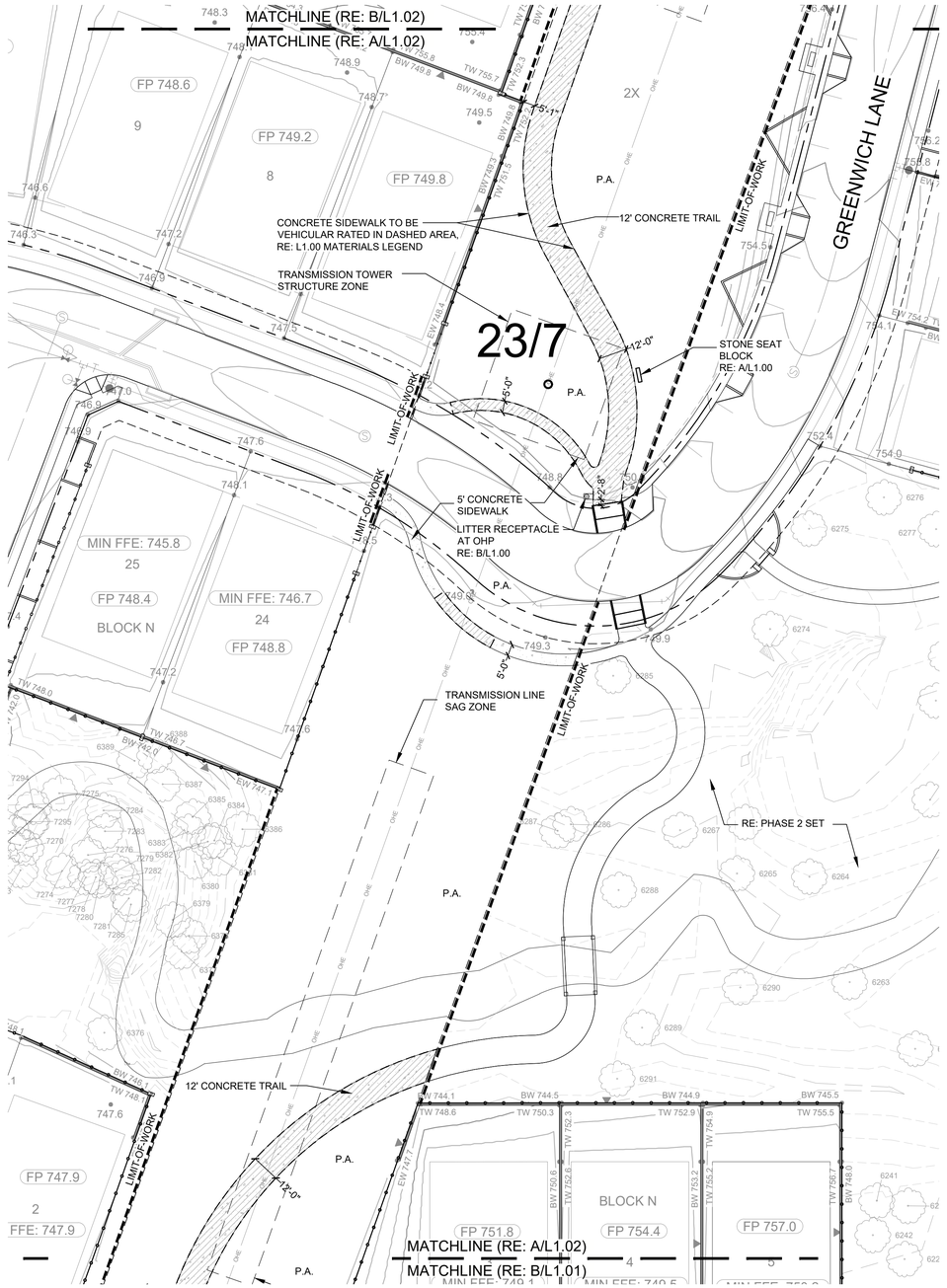

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DESIGN TEAM

LJA

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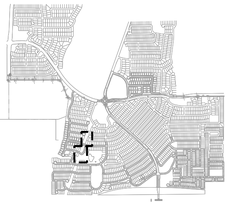
Phone 214.620.2800 FRN - F-1386

IRRIGATION DESIGNER

KEY MAP



CLIENT

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8750 CENTRAL EXPRESSWAY
SUITE 1735 DALLAS, TX 75231

PROJECT

THE PARKS AT WILSON CREEK - PHASE 2 (OHP)
CELINA, TEXAS

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SEAL

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REVISIONS

REVISION	DATE	REMARKS
1	07/24/24	ONCOR COMMENTS

ISSUE TITLE: CITY SUBMITTAL
ISSUE DATE: 06/28/2024

PROJECT MANAGER: EH / RM
DRAWN BY: JS / JI
PROJECT DESIGNER: EH / JS

SHEET TITLE

HARDSCAPE & LAYOUT PLAN

SHEET NO.

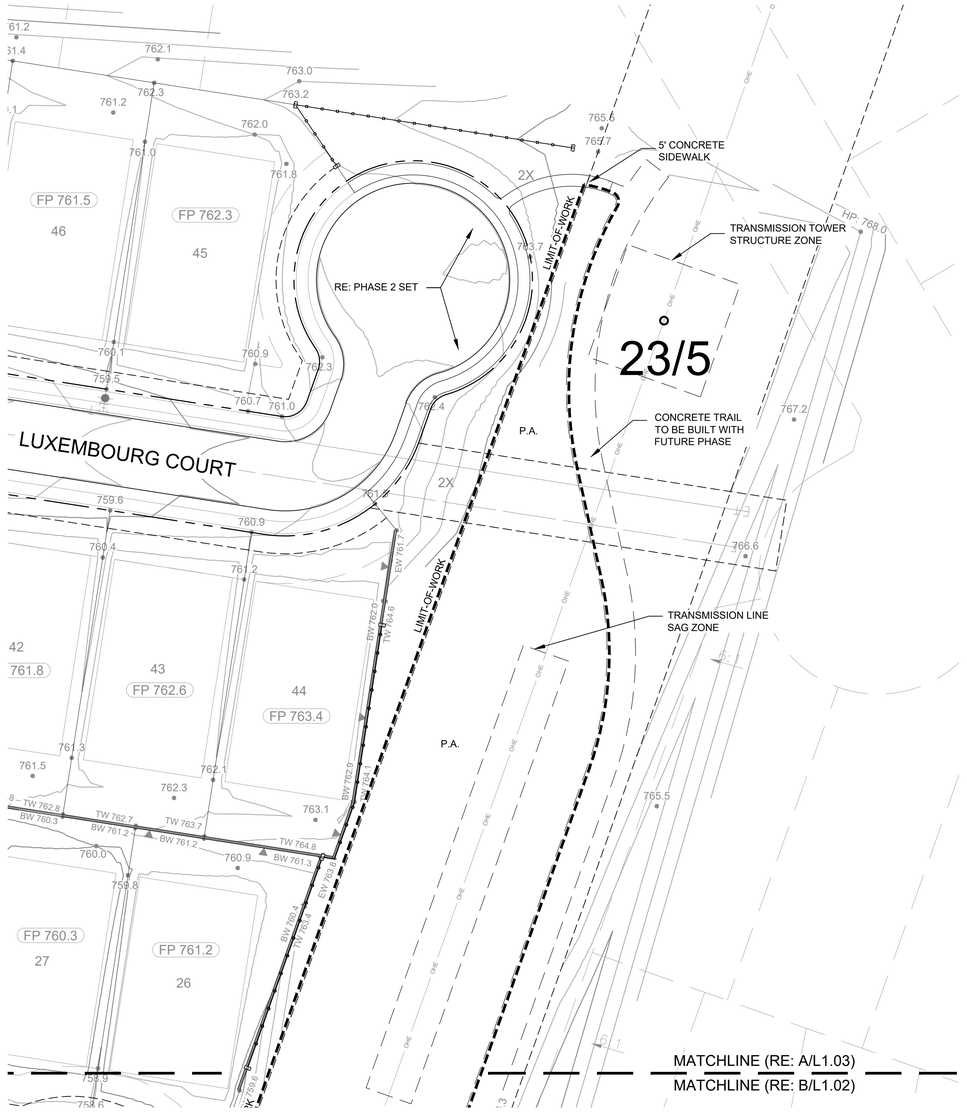
L1.02

Exhibit "A" (4 of 8)

LEGEND	
SYMBOL	DESCRIPTION
P.A.	PLANTING AREA
	CONCRETE TRAIL/SIDEWALK
	VEHICULAR RATED SIDEWALK

GENERAL NOTES

1. CONTRACTOR TO STAKE CENTERLINE OF ALL SIDEWALKS, MOWSTRIPS, WALLS, COLUMNS, AND MONUMENTS; OBTAIN OWNER'S REPRESENTATIVE APPROVAL PRIOR TO FORMING.
2. ALL PEDESTRIAN WALKING SURFACES SHALL NOT EXCEED 5% (1:20) LONGITUDINAL SLOPE & 2% (1:50) CROSS SLOPE.
3. RE: MATERIALS LEGEND L1.00 FOR MATERIAL INFORMATION.
4. ACCESSIBLE RAMPS TO BE INSTALLED PER ALL APPLICABLE CODE; RE: CIVIL ENGINEERING DRAWINGS.



A HARDSCAPE & LAYOUT PLAN
SCALE: 1"= 30' PLAN

NORTH

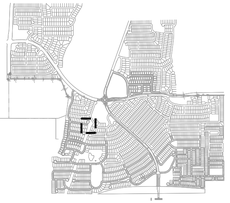
0 15 30 60
(FEET)
1 inch = 30 ft.

DESIGN TEAM

LJA
PLANNING | LANDSCAPE ARCHITECTURE
2150 South Central Expressway | Suite 380 | McKinney, Texas 75070
Phone 214.620.2800 FRN - F-1386

IRRIGATION DESIGNER

KEY MAP



CLIENT

THE CAMBRIDGE COMPANIES, INC.
8750 CENTRAL EXPRESSWAY
SUITE 1735 DALLAS, TX 75231

PROJECT

THE PARKS AT WILSON CREEK - PHASE 2 (OHP)
CELINA, TEXAS

PROJECT NUMBER
NT110-0334

SEAL

JULY 24, 2024

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SHEET TITLE

HARDSCAPE & LAYOUT PLAN

SHEET NO.

L1.03

Exhibit "A" (5 of 8)

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	MIN. SIZE	MIN. HEIGHT	MIN. SPREAD	SPACING	REMARKS
SHRUBS								
	CCA	42	ABELIA GRANDIFLORA `CANYON CREEK` CANYON CREEK ABELIA	5 GAL.	24"	24"	36" O.C.	CONTAINER GROWN, WELL ROOTED, FULL TO CONTAINER, MATCHED
	BRY	1	HESPERALOE PARVIFLORA 'BRAKELIGHTS' 'BRAKELIGHTS' RED YUCCA	5 GAL.	18"	18"	30" O.C.	CONTAINER GROWN, WELL ROOTED, FULL TO CONTAINER, MATCHED
	YYC	2	HESPERALOE PARVIFLORA 'YELLOW' YELLOW YUCCA	3 GAL.	24"	18"	30" O.C.	CONTAINER GROWN, WELL ROOTED, FULL TO CONTAINER, MATCHED
	RBS	196	LEUCOPHYLLUM LANGMANIAE 'RIO BRAVO' RIO BRAVO TEXAS SAGE	7 GAL.	30"	24"	48" O.C.	CONTAINER GROWN, WELL ROOTED, FULL TO CONTAINER, MATCHED
	MP	146	MYRICA CERIFERA 'PUMILA' DWARF WAX MYRTLE	7 GAL.	30"	24"	48" O.C.	CONTAINER GROWN, WELL ROOTED, FULL TO CONTAINER, MATCHED
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	MIN. HT.	MIN. SPRD	SPACING	REMARKS
SHRUB AREAS								
	LLS	133	LEUCOPHYLLUM LANGMANIAE 'LITTLE LYNN' LITTLE LYNN TEXAS SAGE	7 GAL.	30"	24"	36" O.C.	CONTAINER GROWN, WELL ROOTED, FULL TO CONTAINER, MATCHED
GROUNDCOVERS								
	BS	391	CAREX DIVULSA BERKELEY SEDGE	1 GAL.	12"	12"	18" O.C.	CONTAINER-GROWN; WELL ROOTED, FULL TO CONTAINER, TRIANGULAR SPACING
ORNAMENTAL GRASSES								
	BA	980	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION BLUE GRAMA GRASS	2 GAL.	18"	15"	30" O.C.	CONTAINER-GROWN; WELL ROOTED, FULL TO CONTAINER, TRIANGULAR SPACING
	WLG	3,992	ERAGROSTIS CURVULA WEEPING LOVEGRASS	1 GAL.	24"	18"	24" O.C.	CONTAINER-GROWN; WELL ROOTED, FULL TO CONTAINER, TRIANGULAR SPACING
	ANJ	1,213	JUNIPERUS HORIZONTALIS 'ANDORRA' ANDORRA JUNIPER	3 GAL.	12"	24"	30" O.C.	CONTAINER GROWN, WELL ROOTED, FULL TO CONTAINER, MATCHED
	GM1	1,257	MUHLENBERGIA CAPILLARIS 'REGAL MIST' 'REGAL MIST' MUHLY GRASS	1 GAL.	24"	18"	24" O.C.	CONTAINER-GROWN; WELL ROOTED, FULL TO CONTAINER, TRIANGULAR SPACING
	LB	2,422	SCHIZACHYRIUM SCOPARIUM LITTLE BLUESTEM	1 GAL.	18"	12"		CONTAINER-GROWN; WELL ROOTED, FULL TO CONTAINER, TRIANGULAR SPACING
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	MIN. SIZE	MIN. HEIGHT	MIN. SPREAD	SPACING	REMARKS
SOD/SEED								
	SEED4	2,932 SF	DRAINFIELD MIX	SEED	-	-	-	SOURCE: NATIVE AMERICAN SEE SEED APPLICATION CHART
	SEED1	91,747 SF	CUSTOM TXDOT SEED MIX	SEED	-	-	-	SOURCE: CUSTOM BLEND SEE SEED APPLICATION CHART
	SEED3	4,304 SF	RIPARIAN RECOVERY MIX	SEED	-	-	-	SOURCE: NATIVE AMERICAN SEE SEED APPLICATION CHART
	SEED5	10,924 SF	BLACKLAND PRAIRIE MIX	SEED	-	-	-	SOURCE: NATIVE AMERICAN SEE SEED APPLICATION CHART
	SOD2	24,740 SF	CYNODON DACTYLON 'TIFTUF' TIFTUF BERMUDA GRASS	SOD	-	-	-	EXISTING SOIL TO BE FREE OF ALL DEBRIS, GRAVEL, AND/OR ROCKS PRIOR TO INSTALLATION.
MULCH/GRAVEL								
	D.G.	86 SF	DECOMPOSED GRANITE	SF	-	-	-	1/4" MINUS SIZE, 3" LAYER, COMPACTED IN 1" LIFTS, PRE-MIXED WITH STABILIZER NATURAL BINDER STABILIZER SOLUTIONS
	RR1	694 SF	RIVER ROCK (SMALL)	SF	-	-	-	1-1/2" - 3" DIAMETER NEW MEXICO RIVER ROCK, INSTALLED OVER FILTER FABRIC
	RR2	5 SF	RIVER ROCK (LARGE)	SF				3"-5" DIAMETER NEW MEXICO RIVER ROCK, INSTALLED OVER FILTER FABRIC

Seed Application Rate Chart

CODE	SEED MIX	SPECIES INCLUDED	Application Rate
SEED1	CUSTOM TXDOT SEED MIX	Blue Grama (10%), Hair Grama (10%), Texas Grama (10%), Sideoats Grama (10%), Little Bluestem (25%), Buffalo Grass (25%), Purple Prairie Clover	10 LBS / ACRE
SEED3	RIPARIAN RECOVERY MIX	Species as listed in seed mix by Native American Seed (800-728-4043)	12 LBS / ACRE
SEED4	DRAINFIELD MIX	Species as listed in seed mix by Native American Seed (800-728-4043)	36 LBS/ ACRE
SEED5	BLACKLAND PRAIRIE MIX	Species as listed in seed mix by Native American Seed (800-728-4043)	12 LBS/ ACRE

NOTE: FOR SEEDING, SEE SPECIFICATION SECTION 02826. CONTRACTOR TO PROVIDE ADD ALTERNATE PRICING AS MENTIONED IN SECTION 2.1.

DESIGN TEAM

LJA
PLANNING | LANDSCAPE ARCHITECTURE
2150 South Central Expressway | Suite 380 | McKinney, Texas 75070
Phone 214.620.2800 FRN - F-1386

IRRIGATION DESIGNER

KEY MAP

CLIENT

THE CAMBRIDGE COMPANIES, INC.
8750 CENTRAL EXPRESSWAY
SUITE 1735 DALLAS, TX 75231

PROJECT

THE PARKS AT WILSON CREEK - PHASE 2 (OHP)
CELINA, TEXAS

PROJECT NUMBER
NT110-0334

SEAL

REGISTERED LANDSCAPE ARCHITECT
EVAN M. HUNT
3307
STATE OF TEXAS

JULY 24, 2024

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CITY SUBMITTAL

ISSUE DATE:
06/28/2024

PROJECT MANAGER:
EH / RM

DRAWN BY:
JS / JI

PROJECT DESIGNER:
EH / JS

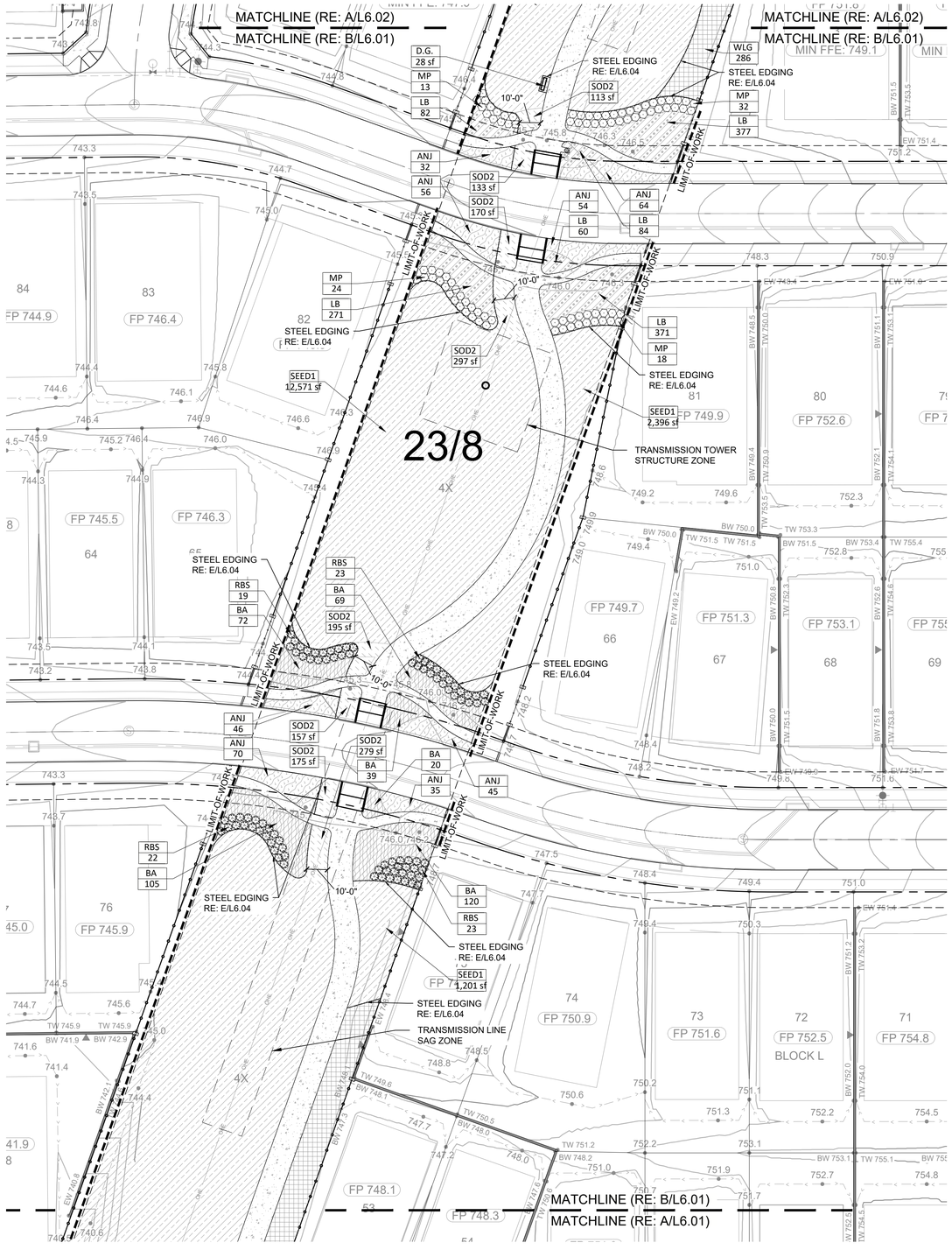
SHEET TITLE

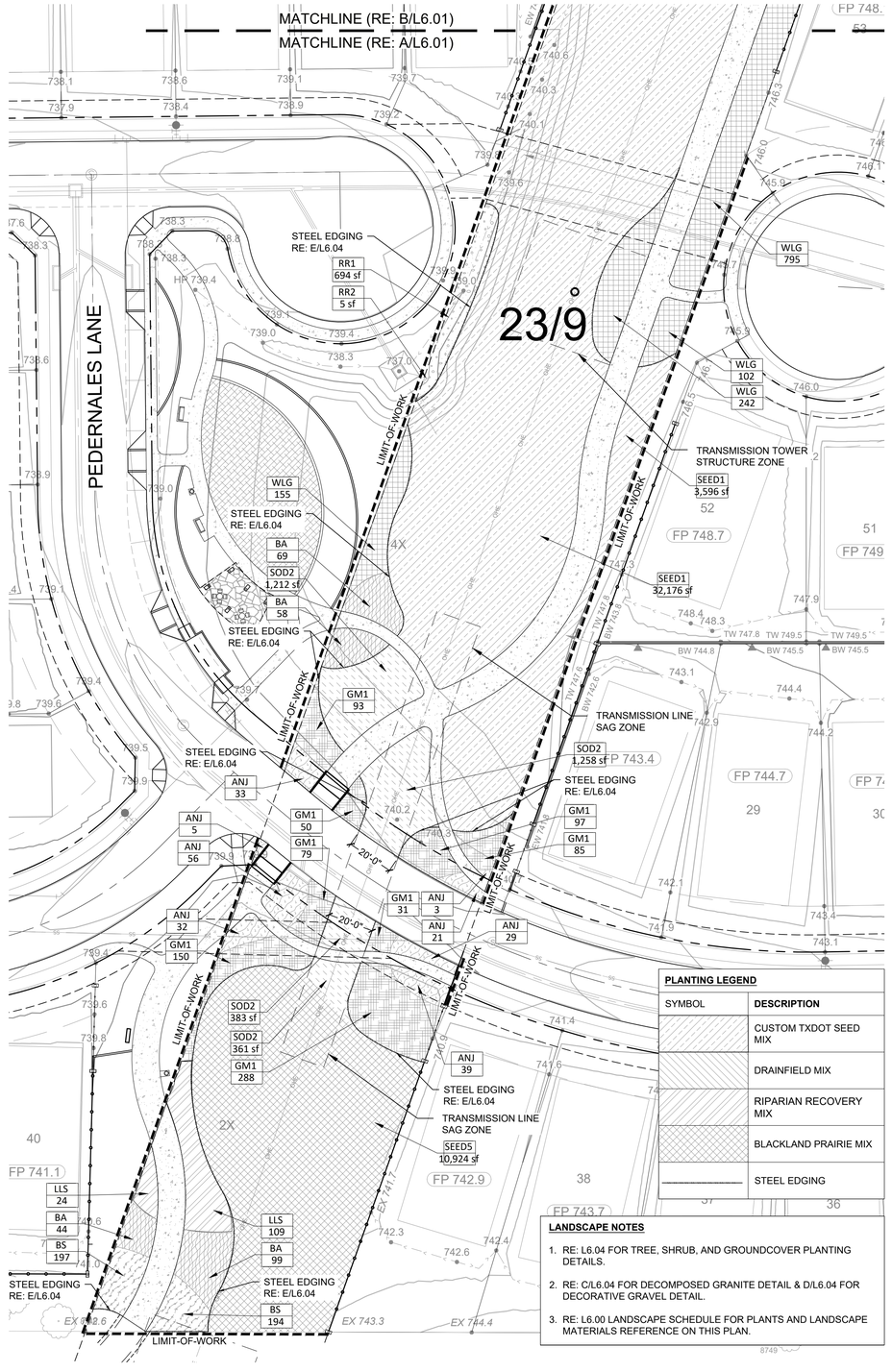
LANDSCAPE LEGEND

SHEET NO.

L6.00

Exhibit "A" (6 of 8)





PLANTING LEGEND	
SYMBOL	**DESCRIPTION**
	CUSTOM TXDOT SEED MIX
	DRAINFIELD MIX
	RIPARIAN RECOVERY MIX
	BLACKLAND PRAIRIE MIX
	STEEL EDGING

LANDSCAPE NOTES

1. RE: L6.04 FOR TREE, SHRUB, AND GROUNDCOVER PLANTING DETAILS.
2. RE: C/L6.04 FOR DECOMPOSED GRANITE DETAIL & D/L6.04 FOR DECORATIVE GRAVEL DETAIL.
3. RE: L6.00 LANDSCAPE SCHEDULE FOR PLANTS AND LANDSCAPE MATERIALS REFERENCE ON THIS PLAN.

B LANDSCAPE PLAN
SCALE: 1"= 30' PLAN

NORTH

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(FEET)
1 inch = 30 ft.

A LANDSCAPE PLAN
SCALE: 1"= 30' PLAN

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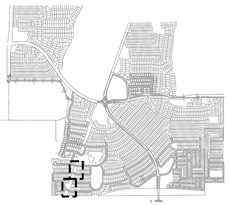

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SUITE 1735 DALLAS, TX 75231

PROJECT

THE PARKS AT WILSON CREEK - PHASE 2 (OHP)

CELINA, TEXAS

PROJECT NUMBER
NT110-0334

SEAL

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PROJECT DESIGNER: EH / JS

SHEET TITLE

LANDSCAPE PLAN

SHEET NO.

L6.01

Exhibit "A" (7 of 8)

LANDSCAPE NOTES

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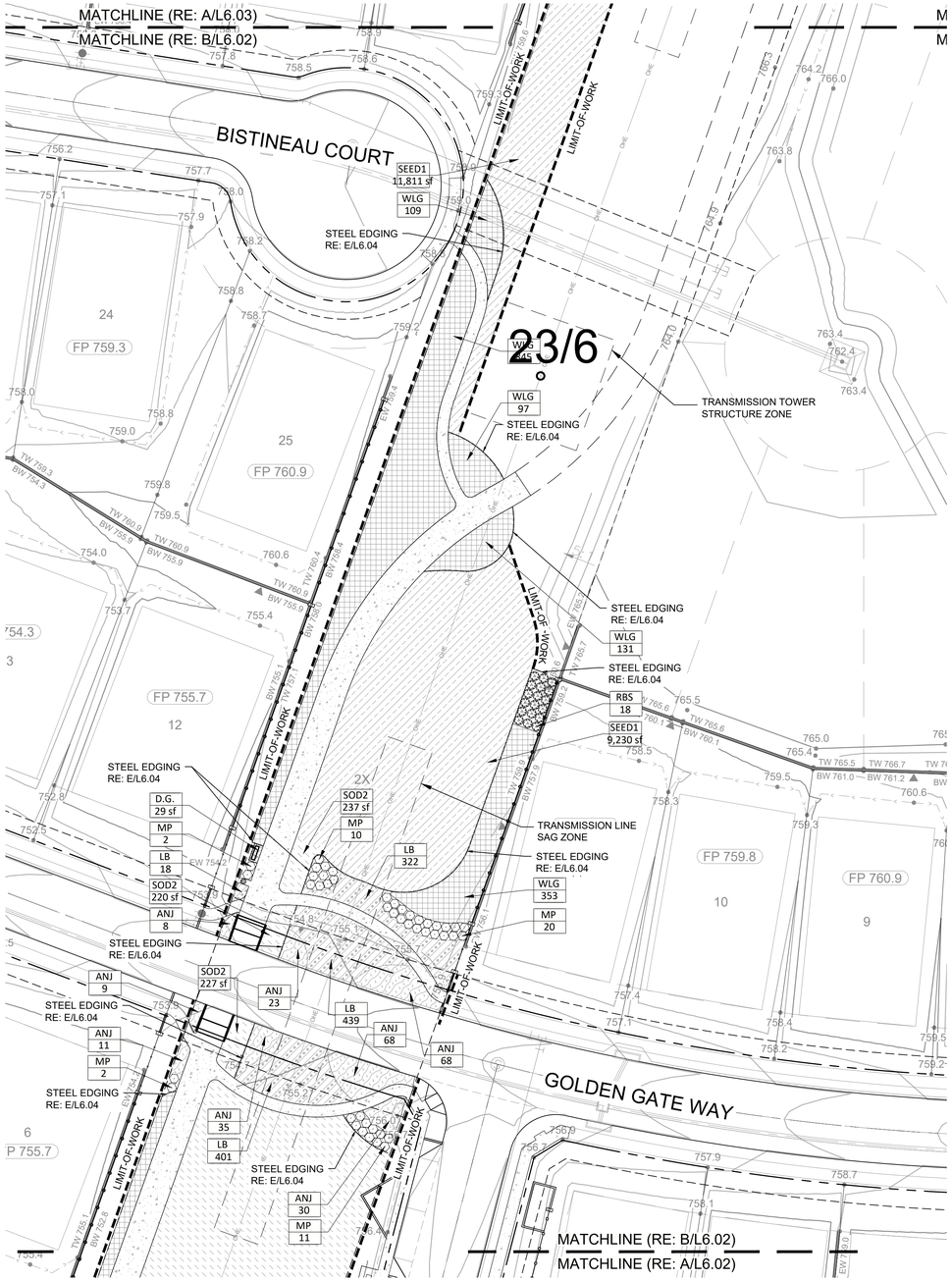

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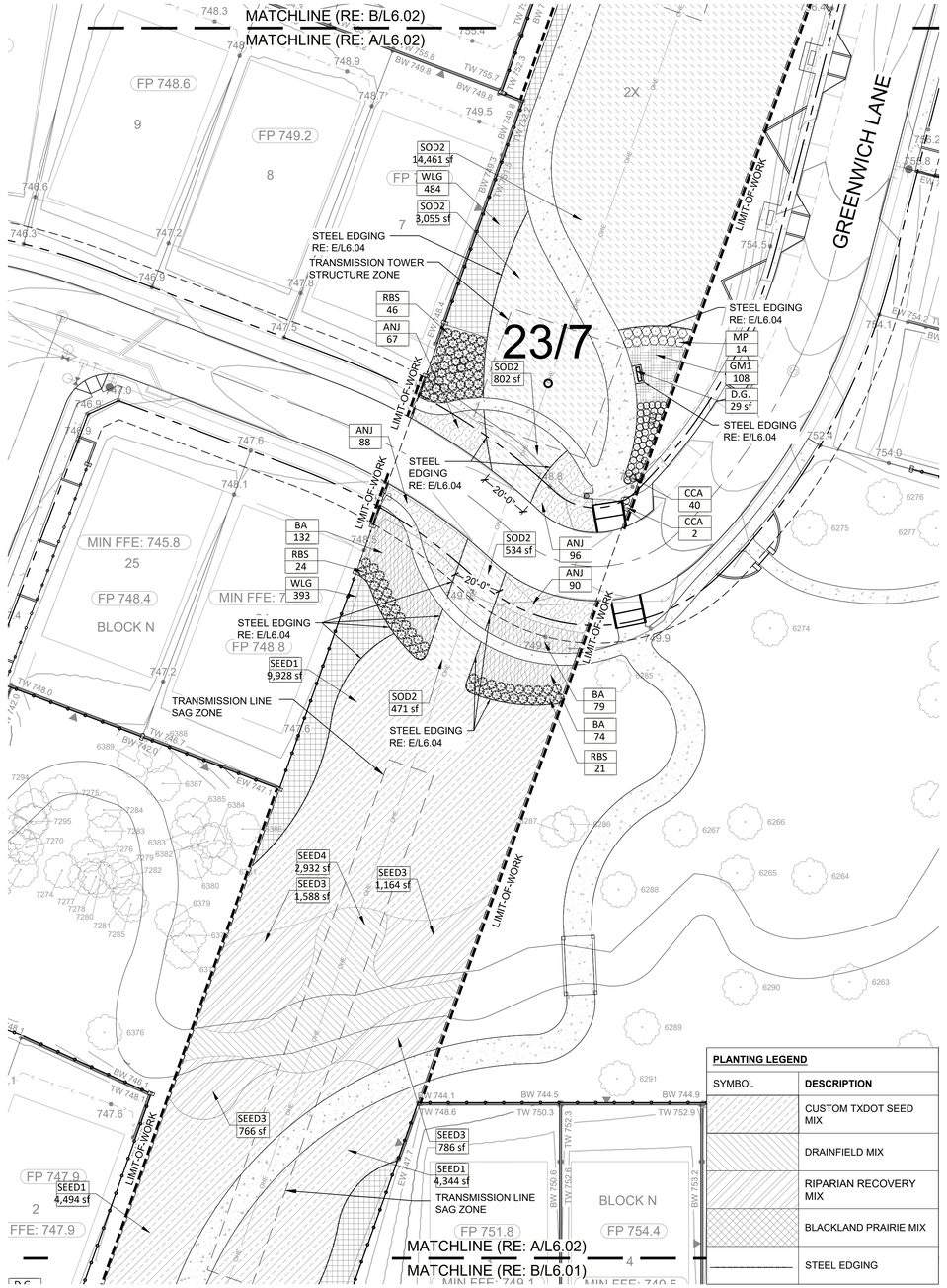

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SYMBOL	DESCRIPTION
	CUSTOM TXDOT SEED MIX
	DRAINFIELD MIX
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A LANDSCAPE PLAN
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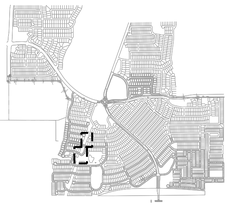

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EVAN M. HUNT
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STATE OF TEXAS

JULY 24, 2024
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DRAWN BY: JS / JI
PROJECT DESIGNER: EH / JS

SHEET TITLE

LANDSCAPE PLAN

SHEET NO.

L6.02

Exhibit "A" (8 of 8)

PLANTING LEGEND	
SYMBOL	**DESCRIPTION**
	CUSTOM TXDOT SEED MIX
	DRAINFIELD MIX
	RIPARIAN RECOVERY MIX
	BLACKLAND PRAIRIE MIX
	STEEL EDGING

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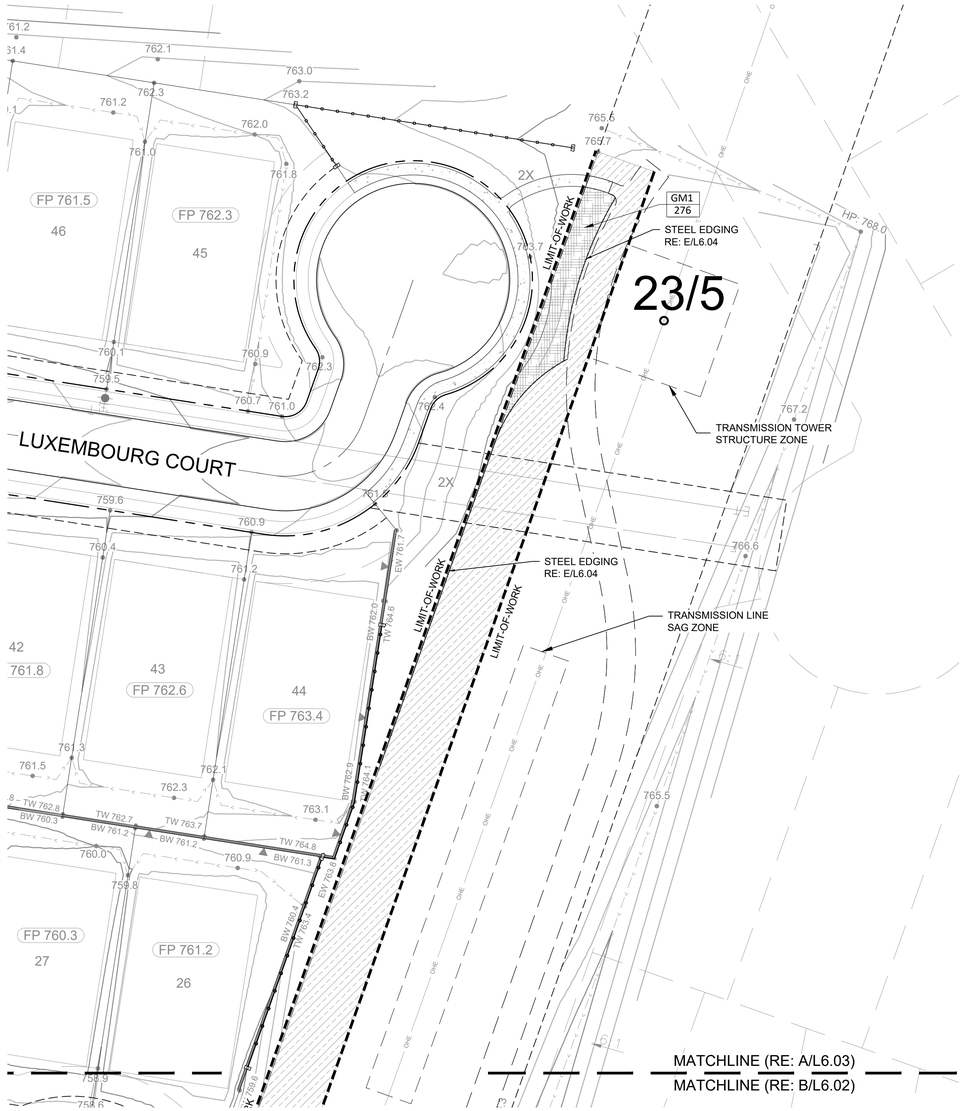

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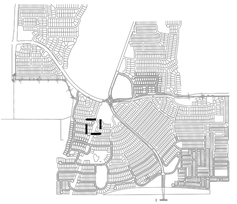

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LANDSCAPE PLAN

SHEET NO.

L6.03

LIMITATIONS ON

Oncor ELECTRIC DELIVERY COMPANY RIGHT OF WAY

EXHIBIT "B"

1. You are notified, and should advise your employees, representatives, agents, and contractors, who enter the property that they will be working in the vicinity of high voltage electrical facilities and should take proper precautions, included but not limited to the following stipulations and in compliance, at all times, with Chapter 752, V.T.C.A., Health & Safety Code.

2. Blasting is not to be permitted on Oncor right-of-way or under Oncor lines.

3. Construction on electric transmission line easements acquired by Oncor after January 1, 2003 shall comply with the requirements of Public Utility Commission Substantive Rules §25.101, as amended from time to time.

4. No crossing less than 45 degrees to the centerline of the right-of-way.

5. Grading will be done in order to leave the right-of-way as near as possible to present condition. Spoil dirt will be removed from the right-of-way and no trash is to be left on right-of-way. Slopes shall be graded so that trucks can go down the right-of-way when required and such that the slopes can be mechanically maintained.

6. Equipment and materials will not be stored on the right-of-way during construction without written approval of the Supervisor of Regional Transmission.

7. Street or road crossings are to be based on drawings submitted. Any change in alignment or elevation will be resubmitted for approval.

8. No signs, lights or guard lights will be permitted on the right-of-way.

9. Power line safety equipment operations: hazard assessment and precautions inside the work zone area must be performed and in compliance with OSHA Standard §1926.1408 at all times. Equipment shall not be placed within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines.

10. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least sixteen (16) feet in width to allow Oncor access to the right-of-way.

11. No dumpsters will be allowed on Oncor right-of-way or fee owned property.

12. Draglines will not be used under the line or on Oncor right-of-way.

13. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any Oncor transmission structure (tower, pole, guy wire, etc…).

14. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.

15. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.

16. Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, (903) 879-2383.

17. No hazardous materials will be stored on the right of way.

18. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. “Hazardous Material Laws” collectively means and includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (“CERCLA”), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”), the Hazardous Material Transportation Act, 49 U.S.C.

§6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-330j, and all the regulations, orders, and decrees now or hereafter promulgated thereunder.

19. Brush and cut timber is not to be piled or stacked on Oncor right-of-way nor is it allowed to be burned upon or in close proximity to the conductors or towers.

20. No structures or obstructions, such as buildings, garages, barns, sheds, swimming pools, playground equipment, guard houses, etc., will be permitted on the right-of-way.

21. Landscaping on Oncor right-of-way is permitted when Oncor approves landscaping plans in writing. No lighting or sprinkler systems are allowed on the right-of-way.

22. No park or park designation will be permitted on the right-of-way.

23. Gas Pipeline Protective Barrier; Grantee, at Grantee's sole expense, shall provide one of the following protective barriers; **1)** a concrete protective barrier between the surface and the pipe that is a minimum of one (1) foot thick by one (1) foot wide, if pipe is wider than one (1) foot, then width of pipe, with the top of the concrete barrier to be at least one (1) foot below the surface or final grade, **2)** construct the gas pipeline inside of a proper protective steel casing, **3)** where electric facilities are located above ground, install the pipeline a minimum of ten (10) feet below the ground surface, or **4)** where electric facilities are located below ground, install the pipeline at a depth that provides for a minimum of a ten (10) foot clearance between the pipeline and the underground electric facilities.

24. No fire hydrants or manholes will be permitted within the right-of-way.

25. Any drainage feature that allows water to pond, causes erosion, directs stormwater toward the right-of-way or limits access to or around Oncor's facilities is prohibited. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.

26. No boring pits or other type of pits will be permitted within the right-of-way.

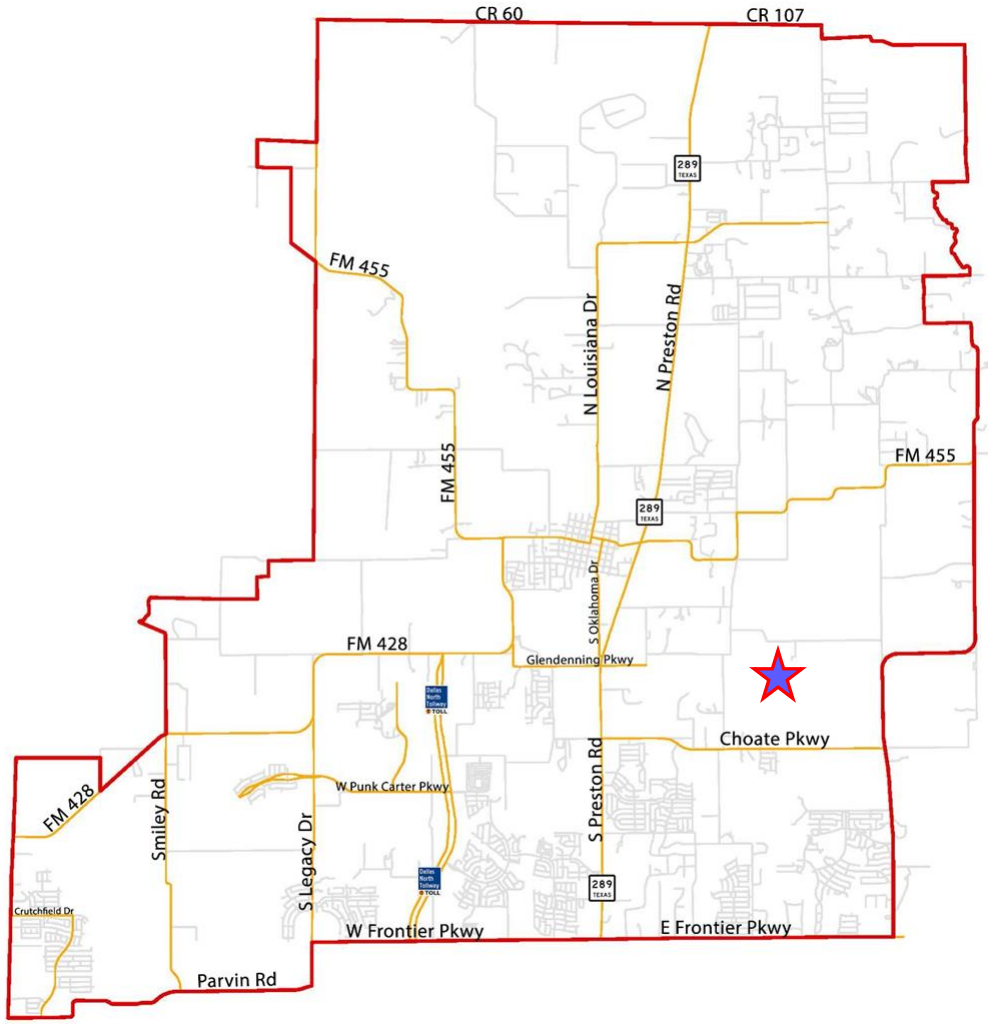
ONCOR ENCROACHMENT AGREEMENT

PARKS OF WILSON CREEK PHASE II

October 8th, 2024

Andy Glasgow, P.E., PMP, CFM
Director of Engineering

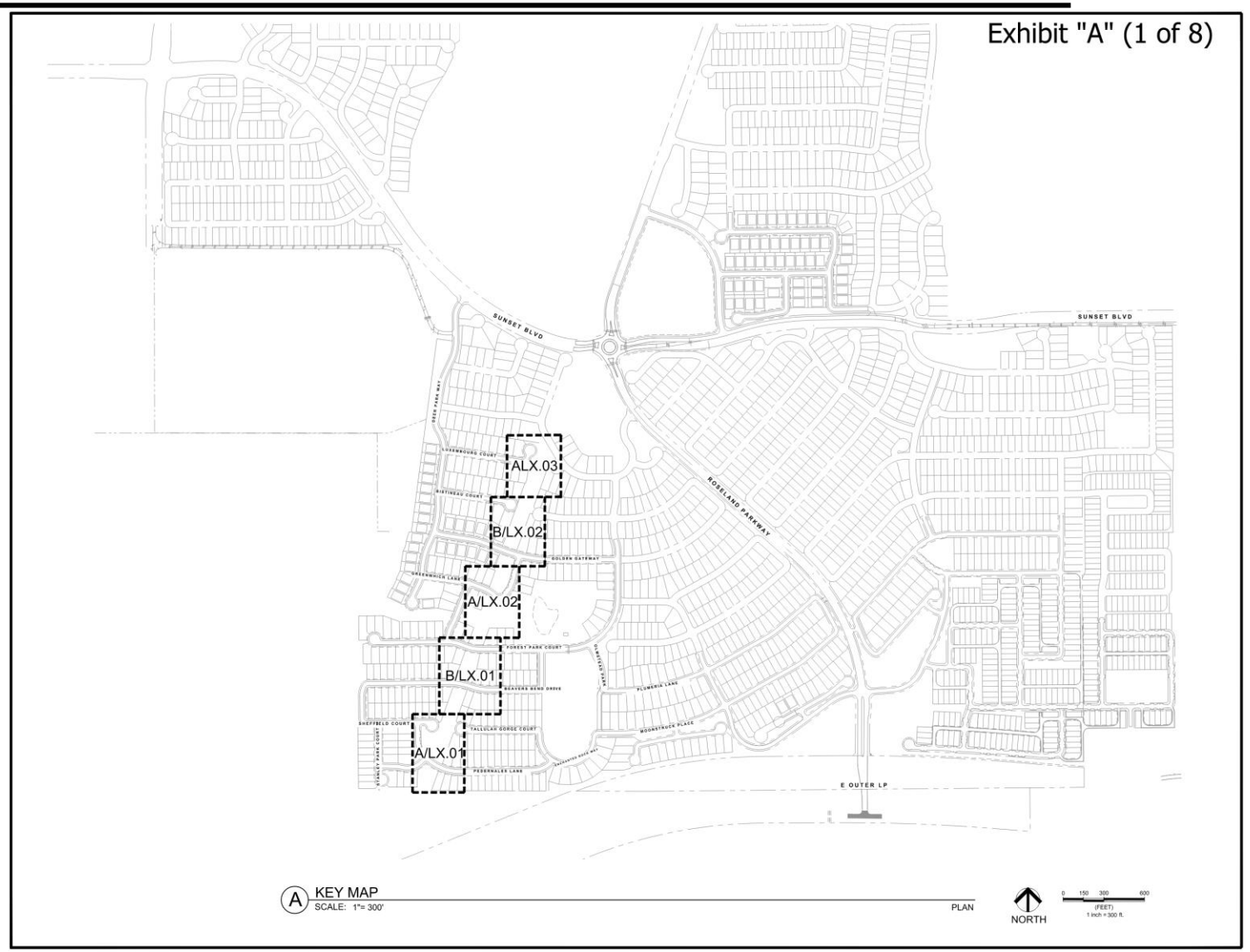
PROJECT LOCATION



BACKGROUND

- Consider and act to authorize an encroachment agreement with Oncor for the Parks at Wilson Creek Phase 2 spine trail.
- Spine trail shown on adopted trails master plan
  - 12" concrete trail
  - Landscaping
- Cost of improvements covered by Cambridge Development

TRAIL AND LANDSCAPING



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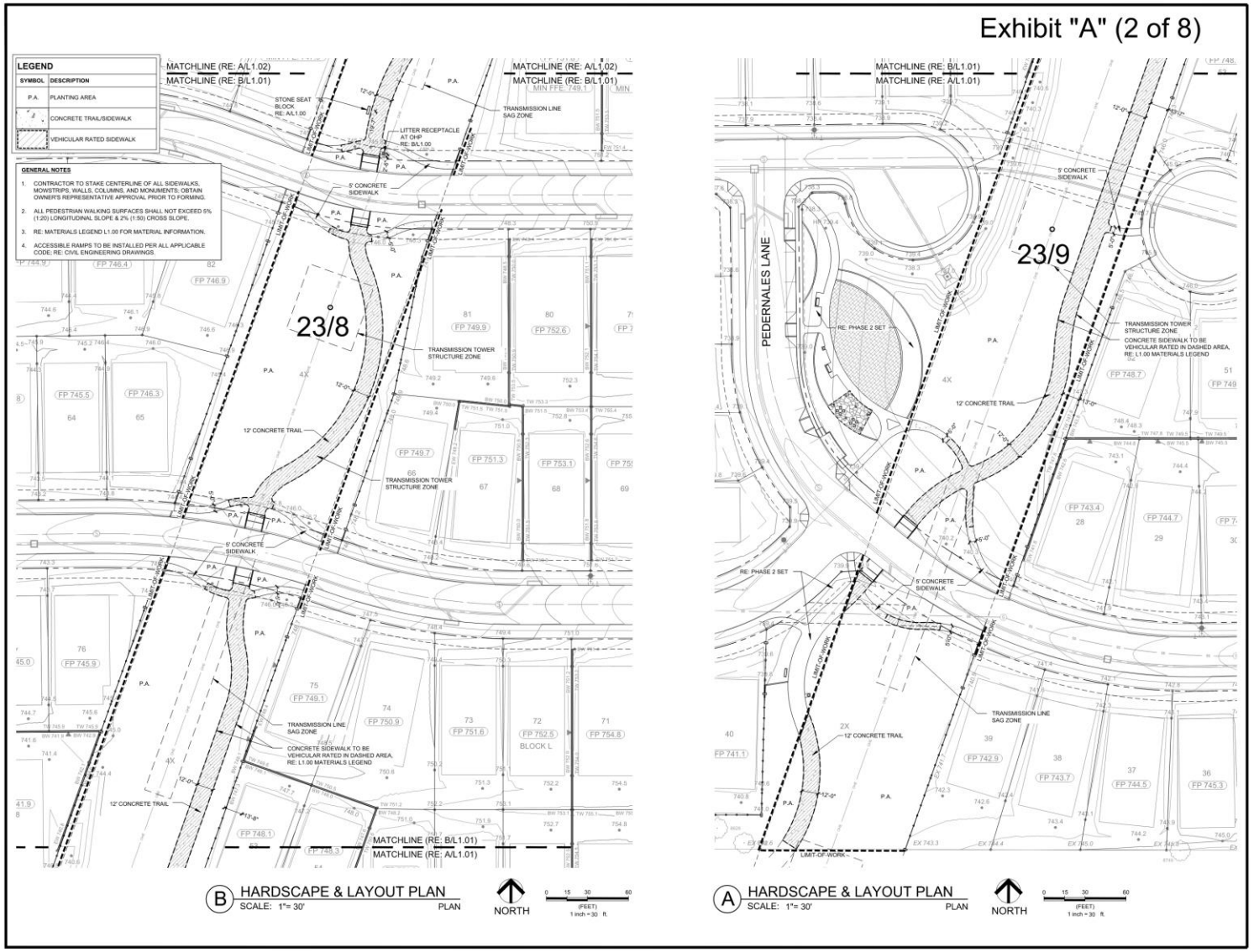
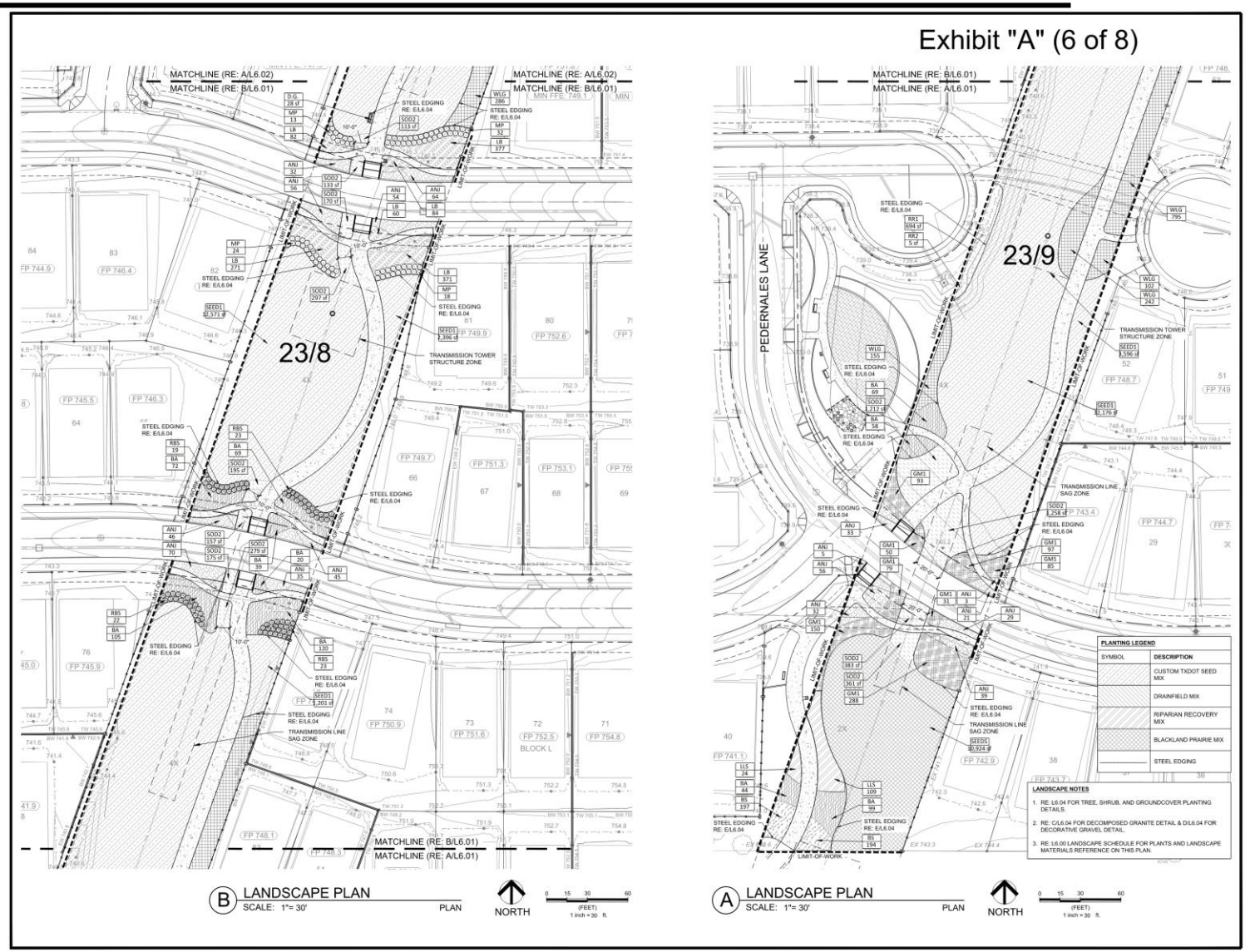


TRAIL AND LANDSCAPING



QUESTIONS?

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andrew Figueroa, Director of Public Works
CC:	Dusty McAfee, Director of Development Services, Mike Green, Jeff Davis, Assistant Parks Director, Kimberly Brawner, Assistant City Manager, Dawn Berry, Purchasing Director, Steve Walsh, Director of Parks and Recreation
Intiated by:	Andrew Figueroa
Date:	October 8, 2024
Re:	FY25 VERF Vehicles for Multiple Departments.

Action Requested:
Consider and act to authorize the purchase of ten (10) vehicles for fiscal year 2025 for the Public Works, Development Services, and Parks Departments from Grapevine Dodge Chrysler Jeep through a cooperative contract with BuyBoard for an amount not to exceed $608,858.00. (Figueroa)

Background Information:
Staff request authorization to procure ten (10) vehicles for the Public Works, Development Services, and Parks Departments. All vehicles are budgeted in the vehicle equipment replacement fund (VERF). The vehicles will be purchased through a cooperative contract with BuyBoard, contract #724-23.

ITEM	ESTIMATED PRICE	REPLACEMENT UNIT NUMBER	VENDOR	CONTRACT
Dodge 1500 Crew Cab	$40,505.00	1902 (2019 Chevrolet Colorado)	Grapevine Dodge Chrysler Jeep	BUYBOARD 724-23
Dodge 1500 Crew Cab	$40,505.00	1903 (2019 Chevrolet Colorado)	Grapevine Dodge Chrysler Jeep	BUYBOARD 724-23
Dodge 1500 Crew Cab	$40,505.00	1904 (2019 Chevrolet Colorado)	Grapevine Dodge Chrysler Jeep	BUYBOARD 724-23
Dodge 1500 Crew Cab 4x2	$54,271.00	1814 (2018 Chevrolet Silverado 1500)	Grapevine Dodge Chrysler Jeep	BUYBOARD 724-23

Dodge 1500 Crew Cab	$47,544.00	1811 (2018 Chevrolet Silverado 1500)	Grapevine Dodge Chrysler Jeep	BUYBOARD 724-23
Dodge 1500 Crew Cab	$46,880.00	1603 (2016 Chevrolet Silverado 1500)	Grapevine Dodge Chrysler Jeep	BUYBOARD 724-23
Dodge 1500 Crew Cab 4X4	$55,196.00	1625 (2016 Chevrolet Sierra 2500HD)	Grapevine Dodge Chrysler Jeep	BUYBOARD 724-23
Dodge 3500 Crew 4X4	$94,484.00	1905 (2019 Chevrolet Silverado 3500HD)	Grapevine Dodge Chrysler Jeep	BUYBOARD 724-23
Dodge 3500 Crew 4X4	$94,484.00	1906 (2019 Chevrolet Silverado 3500HD)	Grapevine Dodge Chrysler Jeep	BUYBOARD 724-23
Dodge 3500 Crew 4X4	$94,484.00	1907 (2019 Chevrolet Silverado 3500HD)	Grapevine Dodge Chrysler Jeep	BUYBOARD 724-23

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

Legal Review:
N/A

Supporting Documents:
1. FY25 VERF Replacements
2. CITY OF CELINA VERF 1814 09-17-2024
3. CITY OF CELINA VERF 1902 1903 1904 09-17-2024
4. CITY OF CELINA VERF 1811 09-17-2024
5. CITY OF CELINA VERF 1603 09-17-2024
6. CITY OF CELINA VERF 1625 09-17-2024
7. CITY OF CELINA 1905 1906 1907 09-19-2024

Financial Consideration:
An additional $100,000 in funding authorization is needed in the FY 2025 Budget to fully fund this item, due to vehicle costs increasing more than estimated and the addition of two vehicles to be replaced in FY 2025. A budget amendment is included on the consent agenda for this additional funding. The remaining funding is available in the FY 2025 Budget, as adopted. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends approval as presented

FY25 VERF Multi-Departments

Public Works, Development Services and Parks

Andrew Figueroa
October 08, 2024

AGENDA OVERVIEW

- Authorize the purchase of ten (10) vehicles for the Public Works, Development Services, Parks and Engineering Departments. All vehicles are budgeted in the vehicle equipment replacement fund (VERF). The vehicles will be purchased through a cooperative contract with BuyBoard, contract #724-23.

- Funds will be committed at the issuance of a purchase order.

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

PRICE SUMMARY

ITEM	ESTIMATED PRICE	REPLACEMENT UNIT NUMBER	VENDOR	CONTRACT
Dodge 1500 Crew Cab	$40,505.00	1902 (2019 Chevrolet Colorado)	Grapevine Dodge Chrysler Jeep	BUYBOARD 724-23
Dodge 1500 Crew Cab	$40,505.00	1903 (2019 Chevrolet Colorado)	Grapevine Dodge Chrysler Jeep	BUYBOARD 724-23
Dodge 1500 Crew Cab	$40,505.00	1904 (2019 Chevrolet Colorado)	Grapevine Dodge Chrysler Jeep	BUYBOARD 724-23
Dodge 1500 Crew Cab 4x2	$54,271.00	1814 (2018 Chevrolet Silverado 1500)	Grapevine Dodge Chrysler Jeep	BUYBOARD 724-23
Dodge 1500 Crew Cab	$47,544.00	1811 (2018 Chevrolet Silverado 1500)	Grapevine Dodge Chrysler Jeep	BUYBOARD 724-23
Dodge 1500 Crew Cab	$46,880.00	1603 (2016 Chevrolet Silverado 1500)	Grapevine Dodge Chrysler Jeep	BUYBOARD 724-23
Dodge 1500 Crew Cab 4X4	$55,196.00	1625 (2016 Chevrolet Sierra 2500HD)	Grapevine Dodge Chrysler Jeep	BUYBOARD 724-23
Dodge 3500 Crew 4X4	$94,484.00	1905 (2019 Chevrolet Silverado 3500HD)	Grapevine Dodge Chrysler Jeep	BUYBOARD 724-23
Dodge 3500 Crew 4X4	$94,484.00	1906 (2019 Chevrolet Silverado 3500HD)	Grapevine Dodge Chrysler Jeep	BUYBOARD 724-23
Dodge 3500 Crew 4X4	$94,484.00	1907 (2019 Chevrolet Silverado 3500HD)	Grapevine Dodge Chrysler Jeep	BUYBOARD 724-23

QUESTIONS?

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #724-23 CHASSIS

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact:

Phone: 817-410-7541

Phone/Email:

Email: dthomas@grapevinedcj.com

25 1500 DT CREW CAB 4X2 VERF1814

Date: 09/17/2024

A. Bid Series 1500 CREW

A. Base Price: 38,218

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DT1L98	25 CREW CAB 4X2 SHORT BED	2,355	21A	TRADESMAN 3.0 TURBO	2614
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
MRU	RUNNING BOARDS	674	CKJ	VINYL FLOOR	NC
CLF	RUBBER FLOORMATS	209			
XHC	Brake controller	286		Class 4 hitch	Std
				Total of B. Published Options:	6,138

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
AMBER/BLUE STROBES FR/RR	1100	3RD KEY	385
3000 WATT INVERTER	1100	TXDOT LIGHTBAR	4040
TINT	300	SPRAY BEDLINER	495
5LB EXTINGUISHER/TRIANGLES	205		
LOW RISE CROSS TOOLBOX	965		
HEADACHE RACK	700		
		Total of C. Unpublished Options:	9,290

D.	Pre-delivery Inspection:	
E.	Texas State Inspection:	$
F.	Manufacturer Destination/Delivery:	$
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):	$
H.	Lot Insurance (for in stock and/or equipped vehicles):	$
I.	Contract Price Adjustment:	$
J.	Additional Delivery Charge: _____ miles	$225
K.	Subtotal:	$53,871
L.	Quantity Ordered _____ x K =	$
M.	Trade in:	
N.	BUYBOARD Administrative Fee ($400 per purchase order)	$400.00
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$54,271

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #724-23 CHASSIS

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact:

Phone: 817-410-7541

Phone/Email:

Email: dthomas@grapevinedcj.com

25 1500 DT QUAD CAB 4X2 VERF 1902, 1903, 1904

Date: 09/17/2024

A. Bid Series 1500 CREW

A. Base Price: 38,218

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DT1L41	25 QUAD CAB 4X2 6FT 4IN	-383	23A	TRADESMAN 3.6L V6	STD
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
			CKJ	VINYL FLOOR	NC
CLF	RUBBER FLOORMATS	209			
XHC	Brake controller	286		Class 4 hitch	Std
				Total of B. Published Options:	112

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
AMBER/BLUE STROBES FR/RR	1100	3RD KEY	385
TINT	300		
5LB EXTINGUISHER	165		
		Total of C. Unpublished Options:	1,950

D. Pre-delivery Inspection:

E. Texas State Inspection: $

F. Manufacturer Destination/Delivery: $

G. Floor Plan Interest (for in-stock and/or equipped vehicles): $

H. Lot Insurance (for in stock and/or equipped vehicles): $

I. Contract Price Adjustment: $

J. Additional Delivery Charge: _____ miles $225

K. Subtotal: $40,505

L. Quantity Ordered _____ x K = $

M. Trade in:

N. BUYBOARD Administrative Fee ($400 per purchase order) $400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $40,905

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #724-23 CHASSIS

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact:

Phone: 817-410-7541

Phone/Email:

Email: dthomas@grapevinedcj.com

25 1500 DT QUAD CAB 4X2 VERF1811

Date: 09/17/2024

A. Bid Series 1500 CREW

A. Base Price: 38,218

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DT1L41	25 QUAD CAB 4X2 6FT 4IN	-383	23A	TRADESMAN 3.6L V6	STD
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
MRU	RUNNING BOARDS	674	CKJ	VINYL FLOOR	NC
CLF	RUBBER FLOORMATS	209			
XHC	Brake controller	286		Class 4 hitch	Std
				Total of B. Published Options:	786

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
AMBER/BLUE STROBES FR/RR	1100	3RD KEY	385
3000 WATT INVERTER	1100	TXDOT LIGHTBAR	4040
TINT	300	SPRAY BEDLINER	495
5LB EXTINGUISHER/TRIANGLES	205		
HEADACHE RACK	700		
		Total of C. Unpublished Options:	8,325

D. Pre-delivery Inspection:

E. Texas State Inspection: $

F. Manufacturer Destination/Delivery: $

G. Floor Plan Interest (for in-stock and/or equipped vehicles): $

H. Lot Insurance (for in stock and/or equipped vehicles): $

I. Contract Price Adjustment: $

J. Additional Delivery Charge: _____ miles $225

K. Subtotal: $47,554

L. Quantity Ordered _____ x K = $

M. Trade in: _____

N. BUYBOARD Administrative Fee ($400 per purchase order) $400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $47,954

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #724-23 CHASSIS

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact:

Phone: 817-410-7541

Phone/Email:

Email: dthomas@grapevinedcj.com

25 1500 DT QUAD CAB 4X2 VERF1603

Date: 09/17/2024

A. Bid Series 1500 CREW

A. Base Price: 38,218

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DT1L41	25 QUAD CAB 4X2 6FT 4IN	-383	23A	TRADESMAN 3.6L V6	STD
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
			CKJ	VINYL FLOOR	NC
CLF	RUBBER FLOORMATS	209			
XHC	Brake controller	286		Class 4 hitch	Std
				Total of B. Published Options:	112

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
AMBER/BLUE STROBES FR/RR	1100	3RD KEY	385
3000 WATT INVERTER	1100	TXDOT LIGHTBAR	4040
TINT	300	SPRAY BEDLINER	495
5LB EXTINGUISHER/TRIANGLES	205		
HEADACHE RACK	700		
		Total of C. Unpublished Options:	8,325

D.	Pre-delivery Inspection:	
E.	Texas State Inspection:	$
F.	Manufacturer Destination/Delivery:	$
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):	$
H.	Lot Insurance (for in stock and/or equipped vehicles):	$
I.	Contract Price Adjustment:	$
J.	Additional Delivery Charge: _____ miles	$225
K.	Subtotal:	$46,880
L.	Quantity Ordered _____ x K =	$
M.	Trade in:	
N.	BUYBOARD Administrative Fee ($400 per purchase order)	$400.00
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$47,280

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #724-23 CHASSIS

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact:

Phone: 817-410-7541

Phone/Email:

Email: dthomas@grapevinedcj.com

25 1500 DT CREW CAB 4X4 VERF1625

Date: 09/17/2024

A. Bid Series 1500 CREW

A. Base Price: 38,218

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DT1L98	25 CREW CAB 4X2 SHORT BED	6,019	21A	TRADESMAN 3.0 TURBO	2614
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
			CKJ	VINYL FLOOR	NC
CLF	RUBBER FLOORMATS	209			
XHC	Brake controller	286		Class 4 hitch	Std
				Total of B. Published Options:	9,128

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
AMBER/BLUE STROBES FR/RR	1100	3RD KEY	385
3000 WATT INVERTER	1100	TXDOT LIGHTBAR	4040
TINT	300	SPRAY BEDLINER	495
5LB EXTINGUISHER/TRIANGLES	205		
		Total of C. Unpublished Options:	7,625

D.	Pre-delivery Inspection:	
E.	Texas State Inspection:	$
F.	Manufacturer Destination/Delivery:	$
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):	$
H.	Lot Insurance (for in stock and/or equipped vehicles):	$
I.	Contract Price Adjustment:	$
J.	Additional Delivery Charge: _____ miles	$225
K.	Subtotal:	$55,196
L.	Quantity Ordered _____ x K =	$
M.	Trade in: _____	
N.	BUYBOARD Administrative Fee ($400 per purchase order)	$400.00
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$55,596

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #723-23 CHASSIS

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact:

Phone: 817-410-7541

Phone/Email:

Email: dthomas@grapevinedcj.com

Product Description: 3500 CHASSIS CREW 4X4 SB 1905/1906/1907

Date: 09/19/2024

A. Bid Series 3500 CHASSIS

A. Base Price: 45,175

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DD8L93	CREW CHASSIS 4X4	6,518	2YA	TRADESMAN DIESEL	9,986
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
GXM	REMOTE KEYLESS ENTRY	480	MRU	RUNNING BOARDS	480
			XHC	BRAKE CONTROLLER	451
WLA	DUAL REAR WHEEL	1,353	XCH	EXTRA KEYS	262
XEA	TOW HOOKS	92	CLF	RUBBER FLOORMATS	145
XAC	BACKUP CAMERA	480	LPE	CARGO CAMERA	432
AHQ	MAX TOW	1,256	XAW	BACKUP ALARM	141
				Total of B. Published Options:	22,076

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
TINT	300	ROYAL SERVICE BODY	26503
		AMBER BLUE STROBES	
FIRE EXTINGUISHER/TRIANGLES	205	HEADACHE RACK	
		SPRAY LINER, CLASS 5 HITCH	
NO LADDER RACK		TX DOT LIGHTBAR	
		Total of C. Unpublished Options:	27,008

D. Pre-delivery Inspection:

E. Texas State Inspection: $

F. Manufacturer Destination/Delivery: $

G. Floor Plan Interest (for in-stock and/or equipped vehicles): $

H. Lot Insurance (for in stock and/or equipped vehicles): $

I. Contract Price Adjustment: $

J. Additional Delivery Charge: _____ miles $225

K. Subtotal: $94,484

L. Quantity Ordered _____ x K = $

M. Trade in:

N. BUYBOARD Administrative Fee ($400 per purchase order) $400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $94,884

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andrew Figueroa, Director of Public Works
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andrew Figueroa
Date:	October 8, 2024
Re:	FY25 VERF Vermeer hydro excavation trailer for Public Works

Action Requested:
Consider and act to purchase a Vermeer hydro excavation unit for the Water Department from Vermeer Texas-Louisiana through a cooperative contract with BuyBoard for an amount not to exceed $100,940.46. (Figueroa)

Background Information:
Staff request authorization to purchase a Vermeer McLaughlin VX50-500 Hydro Excavation trailer for the Public Works department. The hydro excavation trailer is budgeted in the vehicle equipment replacement fund (VERF). The hydro excavation trailer will be purchased through a cooperative contract with BuyBoard, contract #684-22.

ITEM	ESTIMATED PRICE	REPLACEMENT UNIT NUMBER	VENDOR	CONTRACT
Vermeer MCLAUGHLIN VX50-500 with 49Hp tier 4 final Kubota Diesel Engine	$100,940.46	1415 (2014 Vermeer Hydro Excavation Trailer)	Vermeer Texas- Louisiana	BUYBOARD 684-22

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

Legal Review:

N/A

Supporting Documents:

1. Vermeer
2. FY25 VERF Hydro Excavation

Financial Consideration:

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.

Staff Recommendation:

Staff recommends approval as presented.

Vermeer Texas-Louisiana

Vermeer Texas-Louisiana
3025 State Highway 161
Irving, TX 75062
Ph: (972) 255-3500
vermeertexas.com

Please remit to:
Vermeer Texas-Louisiana
PO Box 227283
Dallas, TX 75222-7283

Ship To: IN STORE PICKUP

Invoice To: CITY OF CELINA
142 N OHIO DR
CELINA TX 75009

Branch		
01 - IRVING		
Date: 09/20/2024	Time: 11:43:54 (O)	Page: 1
Account No: CELIN001	Phone No: 9723822682	Est No: 03 Q05265
Ship Via:	Purchase Order: QUOTE	
Tax ID No:		
JARED DAVIS	Salesperson: 145 / 113	

EQUIPMENT QUOTE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 11/04/2024 Amount

MCLAUGHLIN VX50-500 with 49Hp tier4final Kubota Diesel 100940.46
1025Cfm @ 15" of mercury blower
500 gallon spoil tank
2) 125 gallon fresh water tanks
5.6 Gpm @ 3,000Psi water system with auto clutch
12,000Gvw trailer
LED trailer lights
3 stage filtration with cyclinic separator and 2 micron
poly filter
Cam-over full open external hydraulic door
In tank clean out system
Full debris tank electronic float shut down
Secondary ball float shut off
Lockable engine enclosure, and control box
Reverse flow
22 gallon fuel tank
50' water hose with reel
2) 15'X4" vacuum hose
Rotary digging lance, 5' vacuum tool and wash wand
2 Speed manual jack
3" Arrow board
BuyBoard contract 684-22

Subtotal: 100940.46
Quote Total: 100940.46

Authorization: _____

Good for thirty (30) days from date of quote.

Thank You For Your Business!

FY25 VERF Hydro-Excavation Trailer
Public Works

Andrew Figueroa
October 08, 2024

AGENDA OVERVIEW

- Authorize the purchase a Vermeer McLaughlin VX50-500 Hydro Excavation trailer for the Public Works department. The hydro excavation trailer was budgeted in the vehicle equipment replacement fund (VERF). The hydro excavation trailer will be purchased through a cooperative contract with BuyBoard, contract #684-22.

- Funds will be committed at the issuance of a purchase order.

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

PRICE SUMMARY

ITEM	ESTIMATED PRICE	REPLACEMENT UNIT NUMBER	VENDOR	CONTRACT
Vermeer MCLAUGHLIN VX50-500 with 49Hp tier 4 final Kubota Diesel Engine	$100,940.46	1415 (2014 Vermeer Hydro Excavation Trailer)	Vermeer Texas- Louisiana	BUYBOARD 684-22

QUESTIONS?

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andrew Figueroa, Director of Public Works
CC:	Steve Walsh, Director of Parks and Recreation, Jeff Davis, Assistant Parks Director
Intiated by:	Andrew Figueroa
Date:	October 8, 2024
Re:	FY25 VERF Chemical Spray Rig for the Parks department.

Action Requested:
Consider and act to authorize the purchase of one (1) Toro chemical spray rig for fiscal year 2025 for the Parks Department from Professional Turf Products L.P. through a cooperative contract with BuyBoard for an amount not to exceed $82,151.94. (Figueroa)

Background Information:
Staff request authorization to procure one (1) Toro chemical spray rig for the Parks department. All vehicles are budgeted in the vehicle equipment replacement fund (VERF). The equipment will be purchased through a cooperative contract with BuyBoard, contract #706-23.

Item	Estimated Price	Replacement Unit Number	Vendor	Contract
Toro Multi Pro 5800-G	$82,151.94	1412 (2104 Toro Multi Pro 5800	Professional Turf Products	BuyBoard 706-23

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

Legal Review:
N/A

Supporting Documents:

1. 9-17 multi pro 5800 (1)
2. FY25 VERF Chemical Spray Rig Parks

Financial Consideration:

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.

Staff Recommendation:

Staff Recommeds Approval as requested.

Professional Turf Products, L.P.
1010 North Industrial Blvd.
Euless, Texas 76039
Professional Turf Products
(817) 785-1900
sales@proturf.com

Ship To	City of Celina	Date:	9/17/2024
Bill To	BUYBOARD (CONTRACT # 706-23) - Credit Cards Not Accepted	Tax Rate	
Contact	Gary Hendricks	Destination	Included
Address	Celina	Trade-In	
		Finance	
Phone	972-382-2682	Account Type	Corp
Email	ghendricks@celina-tx.gov	QMS: ID	Q167819
Comments:			

Proposal

Qty	Model #	Description		Sale Price
1	41394	Multi Pro 5800-G with ExcelaRate		
12	120-0702	Brown 0.50 gpm nozzle @ 40 PSI		
12	120-0705	Light Blue 1.00 gpm nozzle @ 40 PSI		
12	120-0706	Light Green 1.50 gpm nozzle @ 40 PSI		
1	41249	Foam Marker Kit		
1	41602	Drift Reduction Boom Shroud Kit		
1	41614	30 Gallon Fresh Water Rinse Kit		
1	41621	Pivoting Electric Hose Reel Kit, MP5800		
1	120-8508	Heavy Duty Spring Kit		
1	136-0458	Finish Kit, Foam Marker		
		Multi Pro 5800-G with ExcelaRate	**$**	**82,151.94**

SubTotal	**$**	**82,151.94**
Destination		**Included**
Tax (Estimated)	**$**	**-**
TOTAL	**$**	**82,151.94**

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.
Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:
1. Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
2. Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
3. Order cancellations are subject to fees up to 10% of the original order value.
4. Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
5. Payments by Credit Card are subject to convenience fee.
6. Used and Demo equipment is in high demand and availability is subject to change.
A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.

7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:
1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.

Payment:
1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
A. PTP will work with third party financial institutions to secure leases when requested to do so.
B. When using third party financiers, documentation fees & advance payments may be required.
C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____ **Date:** _____

FY25 VERF Chemical Spray Rig for Parks Department

Andrew Figueroa
October 08, 2024

AGENDA OVERVIEW

- Authorize the purchase one (1) Toro chemical spray rig for the Parks department. All vehicles are budgeted in the vehicle equipment replacement fund (VERF). The vehicles will be purchased through a cooperative contract with BuyBoard, contract #706-23.

- Funds will be committed at the issuance of a purchase order.

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

PRICE SUMMARY

Item	Estimated Price	Replacement Unit Number	Vendor	Contract
Toro Multi Pro 5800-G	$82,151.94	1412 (2104 Toro Multi Pro 5800	Professional Turf Products	BuyBoard 706-23

QUESTIONS?

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andrew Figueroa, Director of Public Works
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andrew Figueroa
Date:	October 8, 2024
Re:	FY25 Enhancement - Arrow board trailers for Public Works MBudget ID 808.

Action Requested:
Consider and act to authorize the purchase of two (2) Wanco WTSP55-LSA Arrow Board trailers for the Street Department from Buyers Barricades through a cooperative contract with BuyBoard in an amount not to exceed $12,030.00. (Figueroa)

Background Information:
Staff requests authorization to purchase two (2) Wanco WTSP55-LSA Arrow Boards. This equipment will allow the City street department to help guide drivers and pedestrians safely through construction sites and mobile work zones for roadway maintenance. The purchase will be made using the BuyBoard Contract # 703-23.

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.

Legal Review:
N/A

Supporting Documents:
1. 2- Arrow Boards Buyers Barricades
2. FY25 New Arrow Boards 2
3. brochure_WancoArrowboardsConnected

Financial Consideration:
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.

Staff Recommendation:
Staff recommends approval as presented.

BUYERS
BARRICADES

DFW -- Remittance Address P.O. Box 95368
Grapevine, TX 76099-9733
817-535-3939
Fax 817-831-7171

SALES QUOTATION

Quote Date	Quote ID
9/17/2024	AKT091724A

Valid Through: 10/31/2024

City of Celina
Joshua Smith
142 N. Ohio St.
Celina, TX 75009
Phone: 469-525-1978

Email: JSmith@celina-tx.gov

Job Location:
142 N. Ohio St
Celina
Quote Created By: Alex Thlang

Item Description	Price	UOM	Quantity	Total
Wanco WTSP55-LSA Arrow Board New	$5,700.00	Per Each	2	$11,400.00
Buy Board Discount - 5%	($285.00)	Per Each	2	($570.00)
Arrow Board Freight	$600.00	Per Each	2	$1,200.00

Note: The * indicates taxable items.

Freight includes drop ship to 142 N. Ohio St Celina, TX 75009
- Customer must be able to offload arrow boards upon arrival.

SUBTOTAL	$12,030.00
SALES TAX (0%)	$0.00
QUOTE TOTAL	$12,030.00

Add'l Terms: All invoices are due Net 15.
14 (Fourteen) days minimum required before job start.
Buy Board Contract #703-23

9/17/2024
Alex Thlang
Buyers Barricades
Date

Visit Our Website at www.buyersbarricades.com

Accepted By:

Signature

Date

Print Name

Title

Company

FY25 New Arrow Board Trailers
Public Works

Andrew Figueroa
October 08, 2024

AGENDA OVERVIEW

- Authorize the purchase two (2) Wanco WTSP55-LSA Arrow Boards. This will allow the City street department to help guide drivers and pedestrians safely through construction sites and mobile work zones for roadway maintenance. The purchase will be made using the BuyBoard Contract # 703-23.

- Funds will be committed at the issuance of a purchase order.

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

PRICE SUMMARY

ITEM	ESTIMATED PRICE	Department	VENDOR	CONTRACT
Wanco Arrow Boards	$12,030.00	Streets Department – MBUDGET ID 808	Buyers Barricade .	BUYBOARD 703-23

QUESTIONS?

Connected Arrow Boards
with Automatic Digital Alerts

Connected arrow boards send digital alerts to give drivers additional time to move over, slow down and avoid collisions.

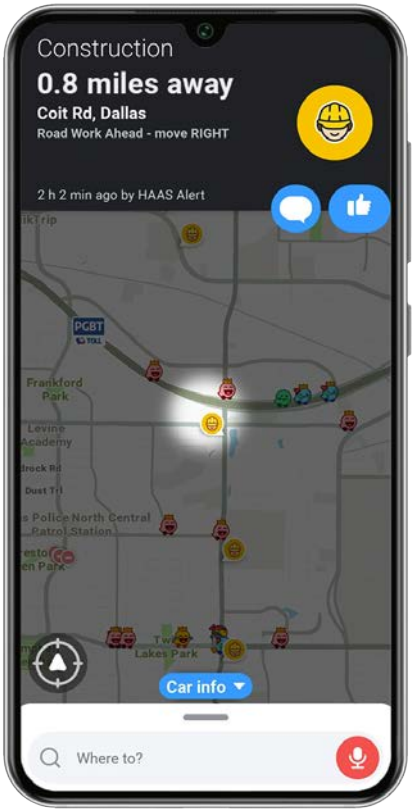
WANCO® Driving traffic safety.

800-972-0755
www.wanco.com

SAFETY CLOUD®
POWERED BY HAAS ALERT

Improve work zone safety
Automatic real-time alerts to drivers

- Real-time alerts to motorists using connected systems
- Helps prevent accidents and improve roadway safety
- Activated at the factory—no user configuration needed
- Automatically sends data when deployed
- Optional Fleet Manager portal for additional data



Wanco® Connected Arrow Boards send notifications automatically for alerting drivers to hazards well in advance, helping to increase driver awareness, improve roadway safety and reduce work zone fatalities.

Wanco Connected Arrow Boards send data to the HAAS Alert Safety Cloud®, enabling the delivery of real-time digital alerts to approaching motorists, which help to prevent crashes and improve work zone safety. The arrow boards provide the data, and connected platforms such as vehicle navigation systems and smartphone apps, provide the alerts.

Add the optional Wanco Fleet Manager service for additional data. View the connected arrow board location and orientation on a detailed interactive map, change the display pattern remotely, see the trailer stance (deployed, stowed, tipped over) and much more.

Some state DOTs are mandating arrow boards and other work zone equipment must be connected to navigation systems. Many late-model vehicles in North America are currently connected to Safety Cloud and can already receive real-time data.

Advances in work zone safety increasingly rely on smart, innovative solutions like the technology behind Wanco Connected Arrow Boards.

For information or a demonstration, call **800.972.0755** or visit **wanco.com**.

LOCATION

- "On" operating status
- GPS location
- Compass bearing

DISPLAY

- Caution pattern
- Arrow pattern
- Arrow direction

STATUS

- Arrow board ID
- Trailer stance
- System health

WANCO INC.
5870 Tennyson Street
Arvada, Colorado 80003
800-972-0755
303-427-5700
303-427-5725 fax
www.wanco.com

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Printed on recycled paper

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andrew Figueroa, Director of Public Works
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andrew Figueroa
Date:	October 8, 2024
Re:	FY25 Enhancement - Interstate 40DLA trailer for Public Works MBudget ID 702.

Action Requested:
Consider and act to authorize the purchase of one Interstate 40DLA trailer for the Streets Department from Interstate Trailer, Inc. through a cooperative contract with BuyBoard for an amount not to exceed $42,698.30. (Figueroa)

Background Information:
Staff requests authorization to purchase one (1) Interstate 40DLA trailer. This equipment will allow the City to have a second trailer for hauling equipment and materials to job sites and responding to emergency calls and requests. The purchase will be made using the BuyBoard contract #687-22.

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.

Legal Review:
N/A

Supporting Documents:
1. Interstate 40 DLA Trailer
2. FY25 VERF INTERSTATE TRAILER
3. 40DLA

Financial Consideration:
Funding is available in the current budget.

Staff Recommendation:
Staff recommends approval.

INTERSTATE TRAILERS, INC.

Phone: 1-800-433-5384
Fax: 1-817-453-5445

Quotation No: 4091824-1BB
Date: 9/18/2024

Dealer: ***City of Celina***
10165 County Rd. 106
Celina, Texas 75009
Bus: (972) 385-2682
Email: jsmith@celina-tx.gov

Salesman: Treye Phelps
Terms: Net due 10 days
Delivery: 14 weeks

BUYBOARD 687-22

Interstate model 40DLA - Standard Specification

General description:	40,000 lb. capacity tag-along trailer with beavertail & ramps.
Load capacity:	40,000 lbs. at 65 M.P.H. (G.V.W.R. 47,600 lbs.)
Overall length:	30'-0"
Deck length:	24'-0" (19'-0" flat deck + 5'-0" beavertail)
Deck width:	8'-6"
Deck height:	36" unloaded
Frame construction:	Pierced mainbeam construction with one piece interlocking crossmembers. Mainbeams: W14" x 22 lbs. per ft., grade 50 Hi-tensile. Crossmembers: 6" I-beam x 3.9 lbs per ft., grade 50 Hi-tensile on 22" centers. 3/16" steel fabricated knee bracing on every other x-member. Siderails: C8" x 11.5 lbs. per ft. Grade 50 Hi-tensile.
Headboard:	8" channel, full width of trailer.
Decking:	2" nominal oak secured to cross-members with 5/16" torque screws.
Standard paint:	Black Urethane (Optional colors available) Rust prohibitive undercoating.
Suspension:	Hutch 9700 multi-point spring with radius rod axle tracking adjustment, 44,000 lb. capacity.
Axles:	(2) 22,500 lb. capacity with oil bath hubs.
Brakes:	12-1/4" x 7-1/2" air with "Wabco" anti-lock braking system and spring parking brakes.
Wheels:	8 hole, hub piloted steel disc.
Tires:	215/75R17.5, (H)
Ramps:	60" x 22" wood-filled with spring assist.
Jack:	25,000 lb. 2 speed, side crank.
Hitch:	4 position cast steel pintle eye, 1-5/8" stock, 3" I.D.
Tie downs:	(8) heavy duty D-rings, 4 per side.
Lights:	12 volt DOT & ICC approved. All lights are LED type and flush mounted in rubber grommets. Wiring is run in flexible neoprene jacket and modular in design. 7 way plug.

Standard Unit, Dealer Net: $25,198.00

Factory Installed Options: Note: Optional equipment may change standard specifications.

☑	6'-0" beavertail::	$435.00		
☑	235/75R17.5, (H) tires:	$780.00		
☑	Lockable tool box lid:	$346.00		
☑	Spare tire & wheel:	$596.00		
☑	Spare tire carrier:	$300.00		
☑	Dual Elec/Hyd landing gears:	$4,225.00		
☐	Angle iron traction on ramps: N/C			
☐	Self-cleaning traction dovetail: N/C			

☑	Additional deck length:	9	ft. @ $435.00 per ft.
☑	Additional tie down rings:	16	@ $55.00 each
☐	Stake pockets & rubrail:		$750.00
☑	Amber strobes:		$613.00
☑	Bucketplate on beavertail:		$602.00
☑	7' x 3' air assisted ramps:		$4,400.00

Additional deck length required w/air ramps

NOTES:
BuyBoard 687-22
28' flat
6' beavertail
Paint Black
12 ea. D-rings per side
Every 2'
Ramps with steel tips tapered
to Zero degrees

Misc. options:	**Price:**
☑ State Inspection	$ 150.00
☑ (2) ea. 15" x 13" x 48" Underbody toolboxes	$ 1,374.00
☑ (2) ea. Side steps, one each side	$ 650.00
☑ BuyBoard Discount	$ (2,215.70)

Quotes good for 15 days unless otherwise stated and do not incld. F.E.T., state taxes or licensing fees.

Sub Total:	42,248.30
Freight:	450.00
Total net F.O.B. dealership:	**$ 42,698.30**

FY25 New Interstate 40DLA Trailer
Public Works

Andrew Figueroa
October 08, 2024

AGENDA OVERVIEW

- Authorize the purchase one (1) Interstate 40DLA trailer . This will allow the City the ability to have a second trailer for hauling equipment and materials to job sites and for responding to emergency calls and requests. The purchase will be made using the BuyBoard contract #687-22.

- Funds will be committed at the issuance of a purchase order.

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

PRICE SUMMARY

ITEM	ESTIMATED PRICE	Department	VENDOR	CONTRACT
Interstate 40DLA trailer	$42,698.30	Streets Department – MBUDGET ID 702	Interstate Trailer Inc.	BUYBOARD 687-22

QUESTIONS?

INTERSTATE

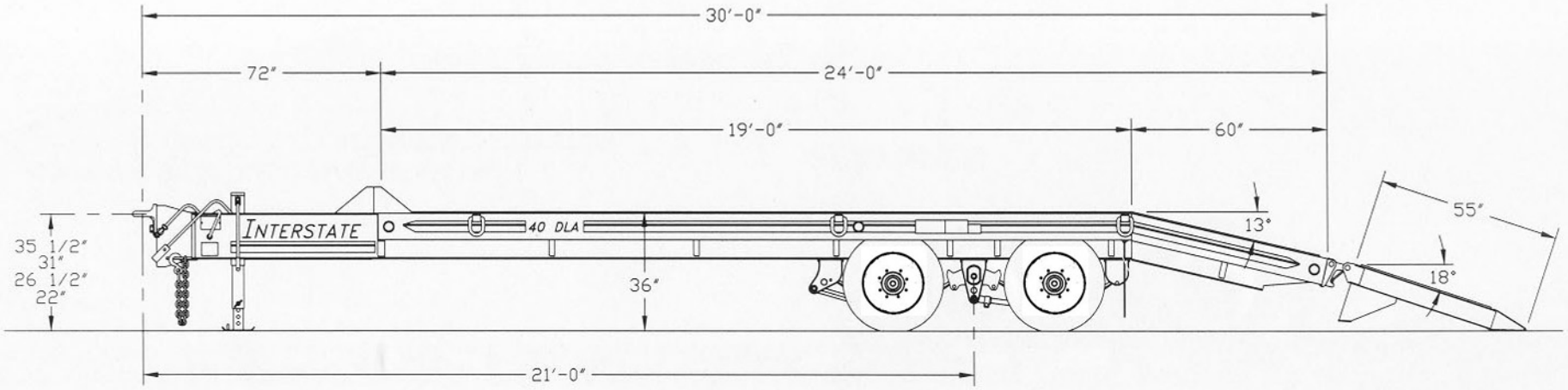
40DLA

THE DEFINITION OF VALUE

- CONTINUOUS PIERCED MAIN BEAM WITH INTERLOCKING CROSSMEMBERS SYSTEM
- SEALED BEAM ELECTRICAL SYSTEM
- HEAVY DUTY AIR BRAKES
- HEAVY DUTY SPRING SUSPENSION
- FRONT HEAD BOARD STOP
- UNDERCOATED

INTERSTATE TRAILERS, INC. 1101 HERITAGE PARKWAY MANSFIELD, TEXAS 76063
Visit our Web site at **www.interstatetrailers.com**

817/453-5402
800/433-5384
FAX 817/453-5445



MODEL 40DLA

CAPACITY:	40,000# @ 55 MPH
Trailer Weight:	7,600#
Overall Length:	30' 0"
Overall Width:	96"/102"
Platform Length:	24' 0"
Platform Height:	36"
Dovetail Length:	60"
Ramp Length:	55"
Ramp Width:	22 ½"
Decking:	2" Nominal Hardwood

Main Rails:	W14" x 22# A572 Gr. 50 High Tensile
Crossmembers:	6" Jr. I-Beam A572 Gr. 50 High Tensile
Heavy Duty Axles:	(2) 22,500#
Heavy Duty Brakes:	12 ¼" x 7 ½" Air - ABS
Heavy Duty Suspension:	H9700
Tires:	(8) 215/75R x 17.5 - 16 Ply Radial
Heavy Duty Wheels:	8 Hole, Hub Piloted
Lights & Electric:	Sealed Beam System/ICC & DOT Approved
Hitch:	Adjustable Pintle Eye
Heavy Duty Jack:	12,000# Drop Leg

Your INTERSTATE Dealer Is

Interstate Trailers, Inc. reserves the right to change design, material and/or specifications without notice and without incurring any obligation to such changes.

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andrew Figueroa, Director of Public Works
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andrew Figueroa
Date:	October 8, 2024
Re:	FY25 Enhancement -Weiler P285 Asphalt Paver for Public Works MBudget ID 708

Action Requested:
Consider and act to authorize the purchase of a Weiler P285 asphalt paver base machine for the Streets Department from Holt Cat through a cooperative contract with OMNIA for an amount not to exceed $210,846 (Figueroa)

Background Information:
Staff requests authorization to purchase one (1) Weiler P285 asphalt paver base machine. This equipment will enable the City to perform larger asphalt repairs on roadways, offering improved accuracy compared to hand-laid asphalt. As a result, the finished surfaces will be more even and durable. The purchase will be made through the Omnia contract # 212816-01.

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.

Legal Review:
N/A

Supporting Documents:
1. City of Celina P285 Quote 9-20-24
2. FY25 New P285 Paver

Financial Consideration:
Funding is available in the current budget.

Staff Recommendation:
Staff recommends approval.

DATE: September 20, 2024
QUOTE #:333208-02

CITY OF CELINA
ANDREW FIGUEROA
142 N OHIO ST
CELINA, TEXAS 75009-6201

Pemberton, Brent
817.219.6187

One (1) New Weiler Products All Model: P285

SALE PRICE	$210,846

Quote Through Omnia Contract 212816-01 - Member 5148274

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
P285 Asphalt Paver Base Machine	INCLUDED
Cat® C2.8 Tier 4F/Stage V, 74 HP Engine 125 mm Track Group w/ 12" Poly Pads Adjustable, Oscillating Push Rollers with Adjustable Scrapers Paver Pause Function, Grade and Slope Ready Dual Operator's Stations with 1 Seat Spray Down w/ Separate Tank, 3 Coiled Hoses LED Beacon and Working Lights	
7' 8" to 15' Hydraulically Extending Screed	INCLUDED
Electric Heat and Dual Vibrators Manual Adjustable Extender Height and Slope Dual Folding Walkways with Extensions Heated Spring Loaded Endgates	
US,Canada English Language & Decal Group	INCLUDED
Recommended: Umbrella Group (Order 2 for Both Sides)	INCLUDED
Recommended: Additional Operators Seat Group	INCLUDED
Recommended: Second Steering Indicator Group	INCLUDED
Recommended: Hand Held Remote Group (Order 2 for Both Sides)	INCLUDED
Recommended: Lower Additional Screed Mounted Control Panel Group	INCLUDED

FY25 New Asphalt Paver
Public Works

Andrew Figueroa
October 08, 2024

AGENDA OVERVIEW

- Authorize the purchase one (1) Weiler P285 asphalt paver base machine. This equipment will enable the City to perform larger asphalt repairs on roadways, offering improved accuracy compared to hand-laid asphalt. As a result, the finished surfaces will be more even and durable. The purchase will be made through the Omnia contract # 212816-01.

- Funds will be committed at the issuance of a purchase order.

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

PRICE SUMMARY

ITEM	ESTIMATED PRICE	Department	VENDOR	CONTRACT
Weiler P285 Asphalt Paver	$210,846.00	Streets Department – MBUDGET ID 708	Holt Cat	Omnia 212816-01

QUESTIONS?

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andrew Figueroa, Director of Public Works
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andrew Figueroa
Date:	October 8, 2024
Re:	FY25 Enhancement - ALTEC bucket truck for Public Works MBudget ID 696.

Action Requested:
Consider and act to authorize the purchase of an Altec bucket truck for the Streets Department from Altec Industries, Inc. through a cooperative contract with Sourcewell for an amount not to exceed $203,451.00. (Figueroa)

Background Information:
Staff request authorization to purchase one (1) AT41M articulating telescopic aerial device with material handling insulated 41' bucket truck. This equipment will allow the city to perform maintenance on streetlights, signage and school zone flashers in-house. This purchase will also help in preparing the department to manage traffic signals in the future. The bucket provides technicians with safe access to the hard-to-reach equipment they must manage and maintain. The purchase will be made using the Sourcewell contract # 110421-ALT

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.

Legal Review:
N/A

Supporting Documents:
1. City of Celina (TX)_AT41M F550 4x4 Auto_Q# 1690681_Sourcewell copy
2. FY25 New Bucket Truck

3. Bucket Truck

Financial Consideration:
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.

Staff Recommendation:
Staff recommends approval of the purchase as presented.

Altec Industries, Inc.

Quote Number:	1690681
Opportunity Number:	24124357
Sourcewell Contract #:	110421-ALT
Date:	9/20/2024

Quoted for: City of Celina (TX)
Customer Contact:
Phone: / **Email:**
Quoted by: James Rizer
Phone: / **Email:**
Altec Account Manager: Carla Anglin

REFERENCE ALTEC MODEL		Sourcewell Price
AT41M	**Articulating Telescopic Aerial Device with Material Handling Insulated, 41'**	**$221,112**

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT41M-AWD	All Wheel Drive	$6,739
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	LR	Ladder Rack	$1,629
2	RW2	Rear Window Guard, Mounted To Body Bulkhead	$1,202
3			
4			
5			
6			
7			
8			
9			
10			
		SOURCEWELL OPTIONS TOTAL:	$230,682

(B.) **OPEN MARKET ITEMS** *(Customer Requested)*

1	UNIT		-$987
2	UNIT & HYDRAULIC ACC		$0
3	BODY	Contract body	-$1,474
4	BODY & CHASSIS ACC	Dual light brackets	$485
5	ELECTRICAL	Amber and blue strobe lights	$3,992
6	FINISHING		$0
7	CHASSIS	2024 F550 4x4	-$6,553
8	OTHER	Altec MY Adjustment	-$27,577
		OPEN MARKET OPTIONS TOTAL:	-$31,127

SUB-TOTAL FOR UNIT/BODY/CHASSIS:	**$198,568**
Delivery to Customer:	**$4,883.00**
Estimated Taxes (Delivery non-taxable):	
TOTAL FOR UNIT/BODY/CHASSIS:	**$203,451.00**

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified
WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)
TO ORDER: To order, please contact the Altec Account Manager listed above.
CHASSIS: Per Altec Commercial Standard
DELIVERY: No later than **3** months ARO, FOB Customer Location
TERMS: Net 30 days
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.
TRADE-IN: Please ask your Altec Account Manager for more information
BUILD LOCATION: Creedmoor, NC

FY25 New Bucket Truck
Public Works

Andrew Figueroa
October 08, 2024

AGENDA OVERVIEW

- Authorize the purchase one (1) AT41M articulating telescopic aerial device with material handling insulated 41' bucket truck. The purchase will be made using the Sourcewell contract # 110421-ALT

- Funds will be committed at the issuance of a purchase order.

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

PRICE SUMMARY

ITEM	ESTIMATED PRICE	Department	VENDOR	CONTRACT
Altec AT41M Bucket Truck	$203,451.00	Streets Department – MBUDGET ID 696	Altec Industries Inc.	Sourcewell 110421-ALT

QUESTIONS?

Altec

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andrew Figueroa, Director of Public Works
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andrew Figueroa
Date:	October 8, 2024
Re:	FY25 Enhancement - Cimline crack sealer trailer for Public Works MBudget ID 695

Action Requested:
Consider and act to authorize the purchase a Cimline crack sealer trailer for the Streets Department from Cimline, Inc. through a cooperative contract with BuyBoard for an amount not to exceed $103,105.50. (Figueroa)

Background Information:
Staff requests authorization to purchase one (1) Cimline crack sealer trailer. This purchase will allow the City to do crack sealing in-house to help with pavement preservation through proactive sealing of concrete roadways. This equipment will be used to reseal concrete roadway joints and new cracks in the pavement to prevent water intrusion into the roadway's subgrade, which will help with pavement preservation. The purchase will be made using the BuyBoard Contract # 685-22.

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.

Legal Review:
N/A

Supporting Documents:
1. BUYBOARD QUOTE-CIMLINE-TEMPLATE-685-22-CITY OF CELINA-BARNSCO-9-17-24

2. FY25 New Crack Sealer Trailer
3. 161769 M-Series Accessories Brochure

Financial Consideration:
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.

Staff Recommendation:
Staff recommends approval as recommended.

Cimline Inc

Professional Pavement Maintenance Products
2601 Niagara Lane N
Plymouth, MN 55447
Phone (612) 770-6506 Fax (866) 529-0277

BUY BOARD Quotation

DURAPATCHER TECHNOLOGY

DATE: 9/17/2024
QUOTE # 91724
Salesman GARY MCGEE

FOR:

QUOTE TO:

NAME: JOSHUA SMITH
COMPANY: CITY OF CELINA
ADDRESS:
CITY: CELINA
STATE/ ZIP: TX
PHONE: 469-525-1978

BUY BOARD CONTRACT 685-22
PLEASE SEND PURCHASE ORDER T
GARY MCGEE , gmcgee@cimline.con
MAKE PURCHASE ORDER OUT TO C

ITEM	DESCRIPTION	PART NO.	QTY	LIST PRICE	DISC. 1	DISC. 2	Buy Board Price
1	150 GALLON, DIESEL FIRED,DIESEL ENGINE, HEATE	311-005-902	1	$ 103,425.00	10%		$ 93,082.50
	COMPRESSOR						$ -
2	PINTLE HITCH	409128	1				$ -
3	ENGINE COVER	311-229-902	1	$ 2,890.00	10%		$ 2,601.00
4	SPARE TIRE WITH MOUNT	311-225-902	1	$ 775.00	10%		$ 697.50
5	LED FLASHING ARROW BOARD	311-215-902	1	$ 3,750.00	10%		$ 3,375.00
6	10# FIRE EXTINGUSHER	409115	1	$ 650.00	10%		$ 585.00
7	GRAVITY MATERIAL DRAW OFF	409146	1	$ 1,025.00	10%		$ 922.50
8	TOOL BOX MOUNTED	403527	1	$ 380.00	10%		$ 342.00
							$ -
							$ -
							$ -
							$ -
	Cim						$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -

NOTES:

FREIGHT IS F.O.B. PLYMOUTH, MN
SHIPPING IS 45 DAYS ARO

SUBTOTAL	$ 101,605.50
Surcharge %	
Surcharge amount	$ -
TAX RATE	
SALES TAX	-
FREIGHT	1,500.00
TOTAL	$ 103,105.50

This Quotation is valid for 30 days from above date

Manager Signature: GARY MCGEE

THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH A QUOTE.

FY25 New Crack Sealer Trailer
Public Works

Andrew Figueroa
October 08, 2024

AGENDA OVERVIEW

- Authorize the purchase one (1) Cimline crack sealer trailer. The purchase will be made using the BuyBoard Contract # 685-22.

- Funds will be committed at the issuance of a purchase order.

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

PRICE SUMMARY

ITEM	ESTIMATED PRICE	Department	VENDOR	CONTRACT
Cimline Crack Sealer Trailer	$103,105.50	Streets Department – MBUDGET ID 695	Cimline Inc.	Buyboard 685-22

QUESTIONS?

M-Series

Melter Applicator Accessories

M1 150 Gallon Melter Applicator
#301390

M2 230 Gallon Melter Applicator
#301389

M4 410 Gallon Melter Applicator
#301497

Cimline Value Shows Through With Robust Standard Equipment Offerings:

- 19HP Isuzu Tier IV diesel engines
- Automated & manual control operations
- Diesel fired tank burners
- 33 Gallon diesel & hydraulic tanks
- Lowest loading height
- High performance tank design
- 20GPM material pumps
- Rubber torsion axles
- LED lighting

Select The Options That Will Help You Enhance Your Performance:

Build the M-Series to meet your requirements with a wide variety of safety, performance, and efficiency options. Now customization is even easier with the M-Series.

WAND OPTIONS

Dripless Sealant Wand
#303-015-000

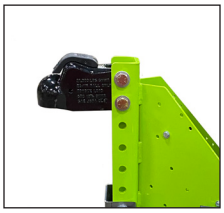
Lightweight Sealant Wand
#303-003-000

Heated Sealant Wand
#309-010-902

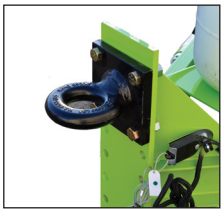
Inforcer Forced Air Tool
#154856

Heat Lance Hot Air Tool
#409279

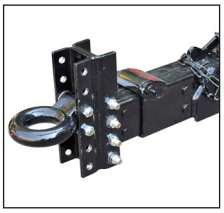
TRAILER OPTIONS



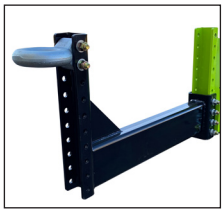
2-5/16" Ball Hitch
#409129



2" Pintle Hitch
#409128



Surge Breaks
#409251/409261/409262



Hitch Extension
#409125

Mounted Spare Tire
#408332/408333/408334

7 Way R/V Plug
#404146

M-Series Options Available

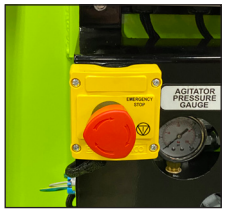
LIGHTING AND SAFETY OPTIONS

Dual Work Lights
#408767

Arrow Board
#409117/407908

Strobe Light
#407455

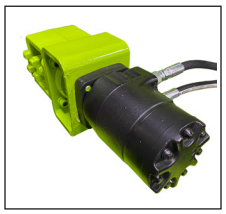
Fire Extinguisher
#409115/404692



Emergency Stop
#408077

Agitator Stop
#405585/404378

MATERIAL HANDLING OPTIONS

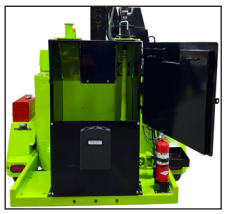


High Flow Motor
#408327

Motorized Conveyor
#409123/409403

M4 Dual Pump
#301503/301504/301505

Draw Off Valve
#409146/409653



Large Cabinet
#301395

Overnight Heater
#407545

CONVENIENCE OPTIONS

Engine Cover
#301244/409127/409227

Custom Paint Color
#ABP/SPC

Service Parts Kit
#408356

Tool Box
#403527

Hydraulic Monitor
#407513

Extended Warranty
#156350

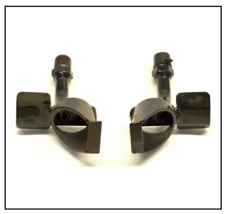
WAND AND SEALANT TIP OPTIONS

2.5 & 4.5" Swivel
#407232/407233

2.5 & 4.5" Fixed
#404528/403162

2.5" Floating Shoe
#403137

⅛ & ¼" Concrete Tip
#403163Z/403164Z



RH/LH Lap Joint
#408366/408367

Wand Signal Horn
#407983

EQUIPMENT VARIATIONS

M-Series No-Pump
#301426

M1 Skid Mounted Unit
#301458

Due to continuous improvement, options and descriptions are subject to change without notice.

Learn more at cimline.com
Phone : 800-328-3874 Email : orders@cimline.com

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Life Connected.

Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andrew Figueroa, Director of Public Works
CC: Kimberly Brawner, Assistant City Manager
Intiated by: Andrew Figueroa
Date: October 8, 2024
Re: FY25 Enhancements - Vehicles Public Works

Action Requested:
Consider and act to authorize the purchase of nine (9) vehicles for fiscal year 2025 for the Public Works Department from Grapevine Dodge Chrysler Jeep through a cooperative contract with BuyBoard for an amount not to exceed $615,442.00 (Figueroa)

Background Information:
Staff request authorization to procure nine vehicles for the Public Works department. All enhancement vehicles have been budgeted and approved in the FY 25 budget. The vehicles will be purchased through a cooperative contract with BuyBoard contract #724-23.

ITEM	ESTIMATED PRICE	MBUDGET ID	POSITION	VENDOR	Contract
DODGE 3500 CREW CAB	$65,325.00	MBUDGET ID 780	V&H CREW LEADER	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 3500 CREW CAB	$65,325.00	MBUDGET ID 757	STREET CREW LEADER	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 3500 CREW CAB	$94,884.00	MBUDGET ID 781	V&H CREW TRUCK	GRAPEVINE DODGE	BuyBoard 724-23

				CHRYSLER JEEP	
DODGE 3500 CREW CAB	$94,321.00	MBUDGET ID 758	STREETS CREW	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 1500 CREW	$94,884.00	MBUDGET ID 788	STORMWATER CREW	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 1500 QUAD	$48,700.00	MBUDGET ID 790	WASTEWATER SUP	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 1500 QUAD	$48,700.00	MBUDGET ID 787	STORMWATER SUP	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 1500	$51,647.00	MBUDGET ID 783	LEGACY HILLS WRF CREW	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 1500	$51,656.00	MBUDGET 782	Wastewater Camera Crew	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23

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

Legal Review:
N/A

Supporting Documents:
1. CITY OF CELINA LEGACY HILL CREW 09-20-2024
2. CITY OF CELINA STORM CREW COMPL 09-19-2024
3. CITY OF CELINA STORM WATER SUP 092524

4. CITY OF CELINA WASTEWATER CAMERA 09-20-24
5. CITY OF CELINA STREETS CREW LEAD 09-20-2024
6. CITY OF CELINA V H CREW 09-19-2024
7. CITY OF CELINA V H CREW LEAD 09-20-2024
8. CITY OF CELINA WW SUP 09-25-2024
9. CITY OF CELINA STREETS CREW 09-26-2024
10. Presentation - FY25 New Vehicle PW

Financial Consideration:
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.

Staff Recommendation:
Staff recommends approval of nine vehicles as presented.

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #724-23 CHASSIS

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact:

Phone: 817-410-7541

Phone/Email:

Email: dthomas@grapevinedcj.com

25 1500 DT CREW CAB 4X2 LEGACY HILL CREW

Date: 09//2024

A. Bid Series 1500 CREW

A. Base Price: 38,218

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DT1L98	25 CREW CAB 4X2 SHORT BED	2,355	23A	TRADESMAN 3.6L V6	ST
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
MRU	RUNNING BOARDS	674			
CLF	RUBBER FLOORMATS	209			
Xhc	Brake controller	286		Class 4 hitch	Std
				Total of B. Published Options:	3,524

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
AMBER/BLUE STROBES FR/RR	1100	BEDLINER	495
3000 WATT INVERTER	1100	HEADACHE RACK	700
TINT	300	TX DOT LIGHTBAR	4040
5LB EXTINGUISHER/TRIANGLES	205		
LOW RISE CROSS TOOLBOX	965		
3RD KEY	375		
		Total of C. Unpublished Options:	9,280

D. Pre-delivery Inspection:

E. Texas State Inspection: $

F. Manufacturer Destination/Delivery: $

G. Floor Plan Interest (for in-stock and/or equipped vehicles): $

H. Lot Insurance (for in stock and/or equipped vehicles): $

I. Contract Price Adjustment: $

J. Additional Delivery Charge: _____ miles $225

K. Subtotal: $51,247

L. Quantity Ordered _____ x K = $

M. Trade in: _____

N. BUYBOARD Administrative Fee ($400 per purchase order) $400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $51,647

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #723-23 CHASSIS

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact:

Phone: 817-410-7541

Phone/Email:

Email: dthomas@grapevinedcj.com

Product Description: 3500 CHASSIS CREW 4X4 SB STORM CREW

Date: 09/20/2024

A. Bid Series 3500 CHASSIS

A. Base Price: 45,175

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DD8L93	CREW CHASSIS 4X4	6,518	2YA	TRADESMAN DIESEL	9,986
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
GXM	REMOTE KEYLESS ENTRY	480	MRU	RUNNING BOARDS	480
			XHC	BRAKE CONTROLLER	451
WLA	DUAL REAR WHEEL	1,353	XCH	EXTRA KEYS	262
XEA	TOW HOOKS	92	CLF	RUBBER FLOORMATS	145
XAC	BACKUP CAMERA	480	LPE	CARGO CAMERA	432
AHQ	MAX TOW	1,256	XAW	BACKUP ALARM	141
				Total of B. Published Options:	22,076

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
TINT	300	ROYAL SERVICE BODY	26503
		AMBER BLUE STROBES	
FIRE EXTINGUISHER/TRIANGLES	205	HEADACHE RACK	
		SPRAY LINER, CLASS 5 HITCH	
NO LADDER RACK		TX DOT LIGHTBAR	
		Total of C. Unpublished Options:	27,008

D. Pre-delivery Inspection:

E. Texas State Inspection: $

F. Manufacturer Destination/Delivery: $

G. Floor Plan Interest (for in-stock and/or equipped vehicles): $

H. Lot Insurance (for in stock and/or equipped vehicles): $

I. Contract Price Adjustment: $

J. Additional Delivery Charge: _____ miles $225

K. Subtotal: $94,484

L. Quantity Ordered _____ x K = $

M. Trade in:

N. BUYBOARD Administrative Fee ($400 per purchase order) $400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $94,884

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #724-23 CHASSIS

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact:

Phone: 817-410-7541

Phone/Email:

Email: dthomas@grapevinedcj.com

25 1500 DT QUAD CAB 4X2 STORM WATER SUP

Date: 09/25/2024

A. Bid Series 1500 CREW

A. Base Price: 38,218

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DT1L41	25 QUAD CAB 4X2 6FT 4IN	-383	23A	TRADESMAN 3.6L V6	STD
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
			CKJ	VINYL FLOOR	NC
CLF	RUBBER FLOORMATS	209			
XHC	Brake controller	286		Class 4 hitch	Std
				Total of B. Published Options:	112

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
AMBER/BLUE STROBES FR/RR	1100	3RD KEY	385
3000 WATT INVERTER	1100	TXDOT LIGHTBAR	4040
TINT	300	SPRAY BEDLINER	495
5LB EXTINGUISHER/TRIANGLES	205	RUNNING BOARDS	495
TOOLBOX	965		
HEADACHE RACK	700		
		Total of C. Unpublished Options:	9,745

D.	Pre-delivery Inspection:	
E.	Texas State Inspection:	$
F.	Manufacturer Destination/Delivery:	$
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):	$
H.	Lot Insurance (for in stock and/or equipped vehicles):	$
I.	Contract Price Adjustment:	$
J.	Additional Delivery Charge: _____ miles	$225
K.	Subtotal:	$48,300
L.	Quantity Ordered _____ x K =	$
M.	Trade in:	
N.	BUYBOARD Administrative Fee ($400 per purchase order)	$400.00
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$48,700

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #724-23 CHASSIS

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact:ANDREW

Phone: 817-410-7541

Phone/Email:

Email: dthomas@grapevinedcj.com

Product Description: 2023 RAM 1500 SSV WASTEWATER CAM

Date: 09/20/2024

A. Bid Series 1500 SSV

A. Base Price: 40,488

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DS6T98	23 1500 CREW 4X4 SHORT BED	INCL	26D	SSV 5.7L HEMI V8	STD
PW7	WHITE	NC	D7X8	CLOTH FRONT/VINYL REAR&FL	48
AED	CHROME APPEARANCE GRP	674	DSA	ANTI SPIN AXLE	480
GFA	REAR DEFROSTER	189	TTB	LT265/70R17E A/T TIRES	243
XHC	BRAKE CONTROLLER	286	ADB	SKIDPLATES TOW HOOKS	383
	SPRAY LINER, HITCH	STD			
	EXTRA KEYS	STD			
				Total of B. Published Options:	2303

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
AMBER/BLUE STROBES	1100	300W INVERTER	1100
HEADACHE RACK	700	TX DOT LIGHTBAR	4040
RUBBER FLOORMATS	300	TINT	300
FIRE EXT/TRIANGLES	205	RUNNING BOARDS	495
		I HAVE SEVERAL OF THESE LEFT	
		Total of C. Unpublished Options:	8,240

D. Pre-delivery Inspection:

E. Texas State Inspection: $

F. Manufacturer Destination/Delivery: $

G. Floor Plan Interest (for in-stock and/or equipped vehicles): $

H. Lot Insurance (for in stock and/or equipped vehicles): $

I. Contract Price Adjustment: $

J. Additional Delivery Charge: _____ miles $225

K. Subtotal: $51,256

L. Quantity Ordered _____ x K = $

M. Trade in: _____

N. BUYBOARD Administrative Fee ($400 per purchase order) $400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $51,656

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #724-23 CHASSIS

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact: ANDREW

Phone: 817-410-7541

Phone/Email:

Email: dthomas@grapevinedcj.com

Product Description: 3500 CREW STREETS CREW LEAD

Date: 09/20/2024

A. Bid Series 3500

A. Base Price: 43,419

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
D28L92	24 CREW CAB LONG BED	6,470	2GA	TRADESMAN 6.4 L HEMI GAS	STD
PW7	WHITE	NC	TXX8	VINYL SEATS	STD
XHC	BRAKE CONTROLLER	383	XCH	EXTRA KEYS	262
MRU	RUNNING BOARDS	432	CLF	RUBBER FLOORMATS	145
A61	TRADESMAN LEVEL 1	189			
				Total of B. Published Options:	7,881

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
AMBER/BLUE STROBES	1100	3000 W INVERTER	1100
TX DOT LIGHTBAR	4040	SPRAY LINER	495
FIRE EXT/TRIANGLES	205	CROSS TOOLBOX	965
1500# LIFTGATE	4795	HEADACHE RACK	700
		Total of C. Unpublished Options:	13,400

D.	Pre-delivery Inspection:	
E.	Texas State Inspection:	$
F.	Manufacturer Destination/Delivery:	$
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):	$
H.	Lot Insurance (for in stock and/or equipped vehicles):	$
I.	Contract Price Adjustment:	$
J.	Additional Delivery Charge: _____ miles	$225
K.	Subtotal:	$64,925
L.	Quantity Ordered _____ x K =	$
M.	Trade in: _____	
N.	BUYBOARD Administrative Fee ($400 per purchase order)	$400.00
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$65,325

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #723-23 CHASSIS

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact:

Phone: 817-410-7541

Phone/Email:

Email: dthomas@grapevinedcj.com

Product Description: 3500 CHASSIS CREW 4X4 SB V&H CREW

Date: 09/20/2024

A. Bid Series 3500 CHASSIS

A. Base Price: 45,175

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DD8L93	CREW CHASSIS 4X4	6,518	2YA	TRADESMAN DIESEL	9,986
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
GXM	REMOTE KEYLESS ENTRY	480	MRU	RUNNING BOARDS	480
			XHC	BRAKE CONTROLLER	451
WLA	DUAL REAR WHEEL	1,353	XCH	EXTRA KEYS	262
XEA	TOW HOOKS	92	CLF	RUBBER FLOORMATS	145
XAC	BACKUP CAMERA	480	LPE	CARGO CAMERA	432
AHQ	MAX TOW	1,256	XAW	BACKUP ALARM	141
				Total of B. Published Options:	22,076

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
TINT	300	ROYAL SERVICE BODY	26503
		AMBER BLUE STROBES	
FIRE EXTINGUISHER/TRIANGLES	205	HEADACHE RACK	
		SPRAY LINER, CLASS 5 HITCH	
NO LADDER RACK		TX DOT LIGHTBAR	
		Total of C. Unpublished Options:	27,008

D. Pre-delivery Inspection:

E. Texas State Inspection: $

F. Manufacturer Destination/Delivery: $

G. Floor Plan Interest (for in-stock and/or equipped vehicles): $

H. Lot Insurance (for in stock and/or equipped vehicles): $

I. Contract Price Adjustment: $

J. Additional Delivery Charge: _____ miles $225

K. Subtotal: $94,484

L. Quantity Ordered _____ x K = $

M. Trade in:

N. BUYBOARD Administrative Fee ($400 per purchase order) $400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $94,884

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #724-23 CHASSIS

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact:ANDREW

Phone: 817-410-7541

Phone/Email:

Email: dthomas@grapevinedcj.com

Product Description:3500 CREW V & H CREW LEAD

Date: 09/20/2024

A. Bid Series 3500

A. Base Price: 43,419

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
D28L92	24 CREW CAB LONG BED	6,470	2GA	TRADESMAN 6.4 L HEMI GAS	STD
PW7	WHITE	NC	TXX8	VINYL SEATS	STD
XHC	BRAKE CONTROLLER	383	XCH	EXTRA KEYS	262
MRU	RUNNING BOARDS	432	CLF	RUBBER FLOORMATS	145
A61	TRADESMAN LEVEL 1	189			
				Total of B. Published Options:	7,881

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
AMBER/BLUE STROBES	1100	3000 W INVERTER	1100
TX DOT LIGHTBAR	4040	SPRAY LINER	495
FIRE EXT/TRIANGLES	205	CROSS TOOLBOX	965
1500# LIFTGATE	4795	HEADACHE RACK	700
		Total of C. Unpublished Options:	13,400

D.	Pre-delivery Inspection:	
E.	Texas State Inspection:	$
F.	Manufacturer Destination/Delivery:	$
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):	$
H.	Lot Insurance (for in stock and/or equipped vehicles):	$
I.	Contract Price Adjustment:	$
J.	Additional Delivery Charge: _____ miles	$225
K.	Subtotal:	$64,925
L.	Quantity Ordered _____ x K =	$
M.	Trade in: _____	
N.	BUYBOARD Administrative Fee ($400 per purchase order)	$400.00
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$65,325

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #724-23 CHASSIS

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact:

Phone: 817-410-7541

Phone/Email:

Email: dthomas@grapevinedcj.com

25 1500 DT QUAD CAB 4X2 WW SUP

Date: 09/25/2024

A. Bid Series 1500 CREW

A. Base Price: 38,218

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DT1L41	25 QUAD CAB 4X2 6FT 4IN	-383	23A	TRADESMAN 3.6L V6	STD
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
			CKJ	VINYL FLOOR	NC
CLF	RUBBER FLOORMATS	209			
XHC	Brake controller	286		Class 4 hitch	Std
				Total of B. Published Options:	112

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
AMBER/BLUE STROBES FR/RR	1100	3RD KEY	385
3000 WATT INVERTER	1100	TXDOT LIGHTBAR	4040
TINT	300	SPRAY BEDLINER	495
5LB EXTINGUISHER/TRIANGLES	205	RUNNING BOARDS	495
TOOLBOX	965		
HEADACHE RACK	700		
		Total of C. Unpublished Options:	9,745

D.	Pre-delivery Inspection:	
E.	Texas State Inspection:	$
F.	Manufacturer Destination/Delivery:	$
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):	$
H.	Lot Insurance (for in stock and/or equipped vehicles):	$
I.	Contract Price Adjustment:	$
J.	Additional Delivery Charge: _____ miles	$225
K.	Subtotal:	$48,300
L.	Quantity Ordered _____ x K =	$
M.	Trade in: _____	
N.	BUYBOARD Administrative Fee ($400 per purchase order)	$400.00
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$48,700

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #723-23 CHASSIS

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact:

Phone: 817-410-7541

Phone/Email:

Email: dthomas@grapevinedcj.com

Product Description: 3500 CHASSIS CREW 4X2 streets crew

Date: 09/26/2024

A. Bid Series 3500 CHASSIS

A. Base Price: 45,175

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DD3L93	CREW CHASSIS 4X2	3,089	2YA	TRADESMAN DIESEL	9,986
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
GXM	REMOTE KEYLESS ENTRY	480	MRU	RUNNING BOARDS	480
			XHC	BRAKE CONTROLLER	451
WLA	DUAL REAR WHEEL	1,353	XCH	EXTRA KEYS	262
XEA	TOW HOOKS	92	CLF	RUBBER FLOORMATS	145
XAC	BACKUP CAMERA	480			
				Total of B. Published Options:	16,818

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
TINT	300	ROYAL SERVICE BODY	26503
		AMBER BLUE STROBES	
FIRE EXTINGUISHER/TRIANGLES	205	HEADACHE RACK	
		SPRAY LINER, CLASS 5 HITCH	
NO LADDER RACK		TX DOT LIGHTBAR	
		1500# LIFTGATE	4,695
		Total of C. Unpublished Options:	31,703

D. Pre-delivery Inspection:

E. Texas State Inspection: $

F. Manufacturer Destination/Delivery: $

G. Floor Plan Interest (for in-stock and/or equipped vehicles): $

H. Lot Insurance (for in stock and/or equipped vehicles): $

I. Contract Price Adjustment: $

J. Additional Delivery Charge: _____ miles $225

K. Subtotal: $93,921

L. Quantity Ordered _____ x K = $

M. Trade in: _____

N. BUYBOARD Administrative Fee ($400 per purchase order) $400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $94,321

FY25 New Vehicles
Public Works

Andrew Figueroa
October 08, 2024

AGENDA OVERVIEW

- Authorize the purchase nine (9) vehicles for the public works department. All enhancement vehicles have been budgeted and approved in the FY 25 budget. The vehicles will be purchased through a cooperative contract with BuyBoard contract #724-23.

- Funds will be committed at the issuance of a purchase order.

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

PRICE SUMMARY

ITEM	ESTIMATED PRICE	MBUDGET ID	POSITION	VENDOR	Contract
DODGE 3500 CREW CAB	$65,325.00	MBUDGET ID 780	V&H CREW LEADER	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 3500 CREW CAB	$65,325.00	MBUDGET ID 757	STREET CREW LEADER	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 3500 CREW CAB	$94,884.00	MBUDGET ID 781	V&H CREW TRUCK	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 3500 CREW CAB	$94,321.00	MBUDGET ID 758	STREETS CREW	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 1500 CREW	$94,884.00	MBUDGET ID 788	STORMWATER CREW	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 1500 QUAD	$48,700.00	MBUDGET ID 790	WASTEWATER SUP	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 1500 QUAD	$48,700.00	MBUDGET 787	STORMWATER SUP	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 1500	$51,647.00	MBUDGET 783	LEGACY HILLS WRF CREW	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23
DODGE 1500	$51,656.00	MBUDGET 782	Wastewater Camera Crew	GRAPEVINE DODGE CHRYSLER JEEP	BuyBoard 724-23

QUESTIONS?

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andrew Figueroa, Director of Public Works
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andrew Figueroa
Date:	October 8, 2024
Re:	Animal Control Services ILA with Collin County

Action Requested:
Consider and act to approve an Interlocal Agreement with Collin County for animal control services. (Figueroa)

Background Information:
The City entered into a multi-party Interlocal Agreement with Collin County to construct and operate an animal shelter in Collin County on December 26, 2006. The cities of Anna, Farmersville, Frisco, Lowry Crossing, McKinney, Melissa, and Princeton participated in the original agreement. The Towns of Fairview and Prosper also participated in this agreement. This agreement is divided into two sections. The "Animal Shelter" portion of the bill concerns the current operation of the animal shelter. The second section is the "Animal Services Operation", which addresses the cost of picking up animals around Collin County. This amendment is modified annually to address the financial concerns for the upcoming fiscal year. This amendment extends the term of the agreements with Collin County from October 1, 2024, to September 30, 2025.

The interlocal agreement divides the total cost of the shelter operation between the various parties of the contract based on NCTCOG population percentages. The FY 25 budget for Collin County for animal control is $1,268,593 and the animal shelter operations is $1,064,199. For Fiscal Year 2025, Celina's share of funding for animal control is projected at $145,698, while the allocation for the animal shelter operations is $100,321. This cost represents a necessary increase in our contributions due to rising operational costs and our growing population. City staff met with Collin County staff to discuss the cost increase. County staff stated that the increase in costs reflects several key factors:

1. **Population Growth:** Celina's rapid population growth necessitates increased resources for both animal control and shelter services. In FY 22, FY 23, and FY 24, Celina's contributions remained relatively stable. Celina's proportional share was 5% for the shelter operations and 1.5% for animal control services. The proposed budget for FY 25 marks the first significant increase in three years.
2. **Staffing Adjustments:** The animal shelter organization has expanded their workforce by adding two new positions and has also increased pay for existing staff to remain competitive and retain talent.
3. **Vehicle Replacement:** The replacement of aging vehicles has added to operational expenses, ensuring that services can continue efficiently.
4. **Building Expansion:** Collin County animal shelter is recommending an expansion to the existing animal shelter because the existing animal shelter operates at 200% capacity. The FY 2025 budget for the animal shelter includes $232,500 for building expansions. Celina's portion of this bill is $12,166, which is a new cost to the animal shelter bill. This cost includes the funding for necessary improvements to the building. Celina staff has requested additional information on the proposed building expansion and will be presenting this information at a future council meeting for further discussion.

While the increase in costs is notable, it is justifiable given the context of our community's growth. Staff recommends proceeding with the proposed budget adjustments to ensure continued support for effective animal control and shelter operations.

Legal Review:
Standard Interlocal Agreement

Supporting Documents:
1. Agreement
2. Exhibit
3. ccas2023 (P)
4. Animal Shelter (P)

Financial Consideration:
Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommeds approval

Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of Celina
142 N. Ohio St.
Celina, TX 75009

Contract No. 01357-09
Contract: Interlocal Agreement for Animal Control Services City of Celina

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1 The agreement will be renewed for a period of one (1) year, beginning October 1, 2024, through and including September 30, 2025, at the rate below.

Item #2 Total Amount for fiscal year 2025: $145,698.00

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. 18 has been accepted and authorized on _____by authority of the Collin County Commissioners Court by Court Order No._____, to be effective on October 1, 2024.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE:

DATE:

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB
(Print Name)

TITLE: PURCHASING AGENT

DATE:

HISTORICAL INFORMATION

Awarded by Court Order No. 2006-879-09-26

Amendment	No. 1	Court Order No.	2007-902-10-09	Summary	One year Renewal, fees updated
Amendment	No. 2	Court Order No.	2009-056-01-27	Summary	One year Renewal, fees updated
Amendment	No. 3	Court Order No.	2009-553-07-27	Summary	One year Renewal, fees updated
Amendment	No. 4	Court Order No.	2010-917-11-08	Summary	One year Renewal, fees updated
Amendment	No. 5	Court Order No.	2011-561-08-15	Summary	One year Renewal, fees updated
Amendment	No. 6	Court Order No.	2012-901-12-10	Summary	One year Renewal, fees updated
Amendment	No. 7	Court Order No.	2013-938-11-11	Summary	One year Renewal, fees updated
Amendment	No. 8	Court Order No.	2014-989-12-15	Summary	One year Renewal, fees updated
Amendment	No. 9	Court Order No.	2016-017-01-04	Summary	One year Renewal, fees updated
Amendment	No. 10	Court Order No.	2017-031-01-23	Summary	One year Renewal, fees updated
Amendment	No. 11	Court Order No.	2017-821-10-09	Summary	One year Renewal, fees updated
Amendment	No. 12	Court Order No.	2018-995-11-19	Summary	One year Renewal, fees updated
Amendment	No. 13	Court Order No.	2019-890-10-07	Summary	One year Renewal, fees updated
Amendment	No. 14	Court Order No.	2021-328-04-12	Summary	One year Renewal, fees updated, Added Force Majeure
Amendment	No. 15	Court Order No.	2021-805-08-23	Summary	One year Renewal, fees updated
Amendment	No. 16	Court Order No.	2022-1053-10-03	Summary	One year Renewal, fees updated
Amendment	No. 17	Court Order No.	2023-1016-10-09	Summary	One year Renewal, fees updated
Amendment	No. 18	Court Order No.		Summary	One year Renewal, fees updated

FY 2025 Animal Control Billing Worksheet

Larger Entities / Original Entities

	% of Charges	FY25 Budgeted M&O and Per.	FY25 Capital Contribution**	FY25 Total Cost before Adjust.	Less Smaller Entities	Less Adjustments for FY23 Budget vs. Actual	FY25 Total Billed
Anna	10.40%	$ 95,358	$ 2,080	$ 97,438	$ 3,770	$ (5,994)	**$ 99,661**
Celina	15.20%	$ 139,407	$ 3,040	$ 142,447	$ 5,512	$ (8,762)	**$ 145,698**
Fairview	4.75%	$ 43,588	$ 951	$ 44,538	$ 1,723	$ (2,740)	**$ 45,555**
Melissa	8.84%	$ 81,026	$ 1,767	$ 82,793	$ 3,203	$ (5,093)	**$ 84,683**
Princeton	11.68%	$ 107,114	$ 2,336	$ 109,450	$ 4,235	$ (6,733)	**$ 111,948**
Prosper	16.86%	$ 154,578	$ 3,371	$ 157,950	$ 6,111	$ (9,716)	**$ 161,554**
Collin County	32.27%	$ 295,947	$ 6,455	$ 302,402	$ 11,700	$ (18,601)	**$ 309,303**
Totals	**100%**	**$ 917,019**	**$ 20,000**	**$ 937,019**	**$ 36,255**	**$ (57,638)**	**$ 958,402**

***Yearly Capital Charge Covers Any/All Equipment Replacement Costs*

Total cost before adjustments is calculated by taking the adopted operating budget for the upcoming year and adding $20,000 for Capital Contribuitons. To get the total billed amount subtract the flat contract amounts for the smaller entities and entities added at a later time and subtract out the adjustments from the last closed fiscal year to true up the expeditures. See below the adjustment calculation.

FY25 Billing Breakout		
Total Billed:	$	917,019
Smaller Entities:	$	36,255
Total +/- back	**$**	**880,764**

Adjust. for FY23 Budget vs. Actual		
FY23 Billed	$	622,719
FY23 Actual	$	680,357
Total +/- back	**$**	**(57,638)**

Smaller Entities / Added Later

	FY25 Budgeted M&O and Per.	FY25 Capital Contribution**	FY25 Total Cost before Adjust.	Less Smaller Entities	Less Adjustments for FY23 Budget vs. Actual	FY25 Total Billed
Lavon			$ 3,150			**$ 3,150**
Lucas			$ 19,030			**$ 19,030**
Nevada			$ 1,575			**$ 1,575**
Weston			$ 2,500			**$ 2,500**
Blue Meadow MUD No. 1			$ 2,000			**$ 2,000**
North Collin County MUD No. 1			$ 2,000			**$ 2,000**
Van Alstyne MUD No. 3			$ 2,000			**$ 2,000**
Magnolia Pointe MUD No. 1			$ 2,000			**$ 2,000**
Van Alstyne MUD No. 2			$ 2,000			**$ 2,000**
			$ 36,255			**$ 36,255**

Grand Total:	**$**	**994,657**

Grand Total is the total billed amount for the larger and smaller entities combined.

ANIMAL SERVICES

ANIMAL CONTROL
ANIMAL SHELTER

ESTABLISHED: 2006

SERVICE/FUNCTIONS:

- **ANIMAL CONTROL** Unincorporated Collin County (441 square miles), plus towns of Anna, Celina, Fairview, Lavon, Lucas, Melissa, Nevada, Princeton, Prosper, Weston
- **SHELTERING ONLY** McKinney, Frisco & Farmersville operate their own Animal Control

SIZE/CAPACITY:

- **BUILDING:** 10,000 Sq Ft.
- **DOG KENNELS:** 60 Permanent; 18 mobile; numerous crates
- **CAT KENNELS:** 40 Permanent; 18 mobile
- **LIVESTOCK PENS:** Can be configured to 6-10 separate pens

STAFF:

- 23 full-time, 3 part-time authorized
- 10-15 volunteers, including weekends

POLICY:

- **'HOLDING' PERIOD**: For stray animals, 5 days after impoundment the animal becomes county property, by law.
- The Animal Shelter is NOT -- and has never been -- a 'no-kill' shelter. Thanks to our volunteers & staff working with animal rescue groups (and regular adoption events) no adoptable pet has been euthanized in 7 years.

CARE:

All strays checked for a microchip; when contact information on chip is current, staff contacts registered owner (MANY pet owners do not update this information). All checked for disease, injury, illness, behavior problems; then vaccinated if vaccination record or owner is unknown.

AVERAGE INTAKE:

- **ANNUAL:** 5,000
- **MONTHLY:** 425
  - 247 **DOGS**
  - 153 **CATS**
  - 41 **OTHER SPECIES**

OUTGOING JULY '22- FEB '23:

- **ADOPTED:** 1,404
- **RESCUE GROUP:** 917
- **REDEEMED BY OWNER:** 614

EUTHANIZATIONS:

REASONS: Behavior (71%), Illness (22%), Injury (5%), Rabies (<1%), Age (<1%), Temperament (<1%), Court Order (<1%).

- **'21-'22:** 999
- **'20-'21:** 545
- **'19-'20:** 433
- **'18-'19:** 476

THE ARK:

July 2021-July 2022: 7 lizards, 16 snakes, 1 toad, 15 fishes, 1 chinchilla, 117 birds, 6 donkeys, 18 goats, 60 guinea pigs, 25 hamsters, 36 horses, 3 coyotes, 4 bats, 2 ferrets, 4 pigs, 2 sheep, 122 skunks, 8 squirrels, 55 rabbits, 8 raccoons, 13 rats, 4 opossums, 1 deer, 87 cows, 1 hedgehog, 5 turtles. In

the past this group has included a wolf, a wallaby, buffalo, llamas, and bobcats to name a few.

ANIMAL SERVICES

ANIMAL CONTROL
ANIMAL SHELTER

April 2023

ESTABLISHED 2006

SERVICE / FUNCTIONS

- ANIMAL CONTROL Unincorporated Collin County (441 square miles), plus towns of Anna, Celina, Fairview, Lavon, Lucas, Melissa, Nevada, Princeton, Prosper, Weston
- SHELTERING ONLY McKinney, Frisco & Farmersville operate their own Animal Control

SIZE/CAPACITY

- BUILDING: 10,000 Sq Ft.
- DOG KENNELS: 60 Permanent; 18 mobile; numerous crates
- CAT KENNELS: 40 Permanent; 18 mobile
- LIVESTOCK PENS: Can be configured to 6-10 separate pens

STAFF 23 full-time, 3 part-time authorized

VOLUNTEERS 10-15 per week

'HOLDING' PERIOD FOR SHELTER: For stray animals, **5 days** after Impoundment the animal becomes county property, by law.

CARE AT SHELTER:

- **All strays** are checked for a microchip; when contact information on chip is current, staff contacts registered owner (MANY pet owners do not update this information).
- **All Strays** are checked for disease, injury, illness, behavior problems; then vaccinated if vaccination record or owner is unknown.

INTAKE NUMBERS

July 22-Feb 23:

Dogs: 2384

Cats: 1353

All Others: 485

Avg Annual Intake:

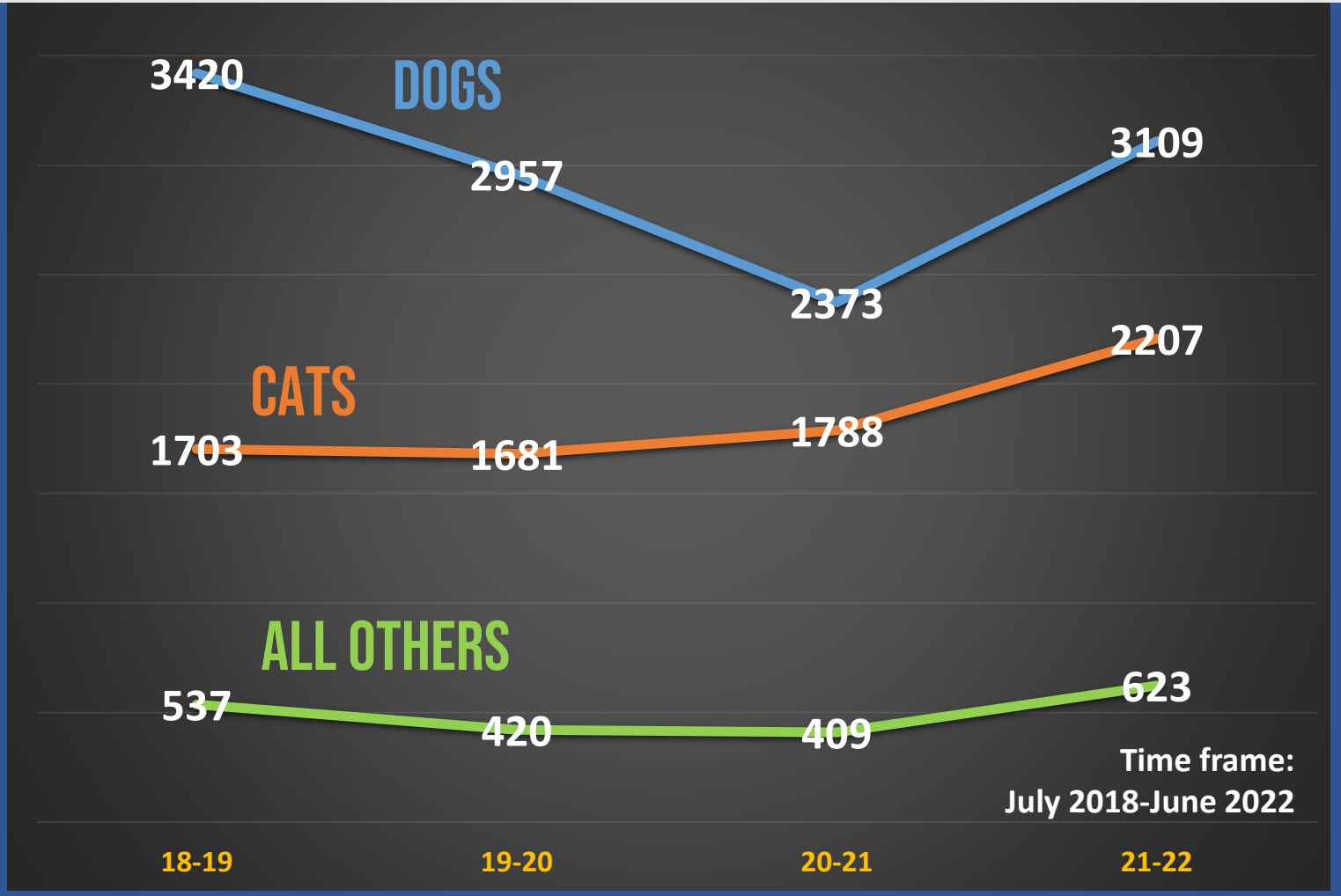
5000 Animals

Avg /Month

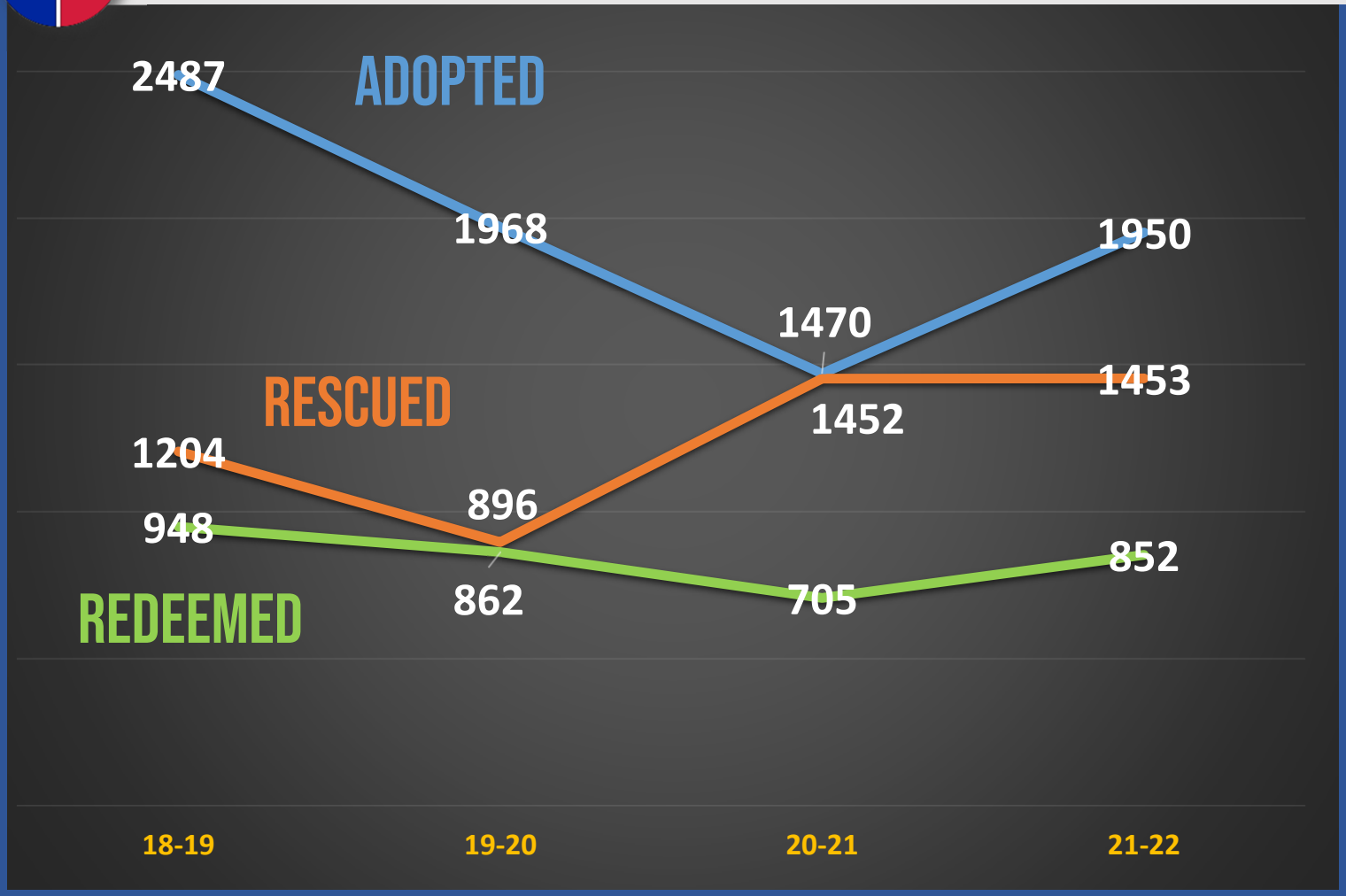
Dogs: 247

Cats: 153

All Others: 41



ADOPTIONS / REDEEMING DOG & CATS



July 22-Feb 23:

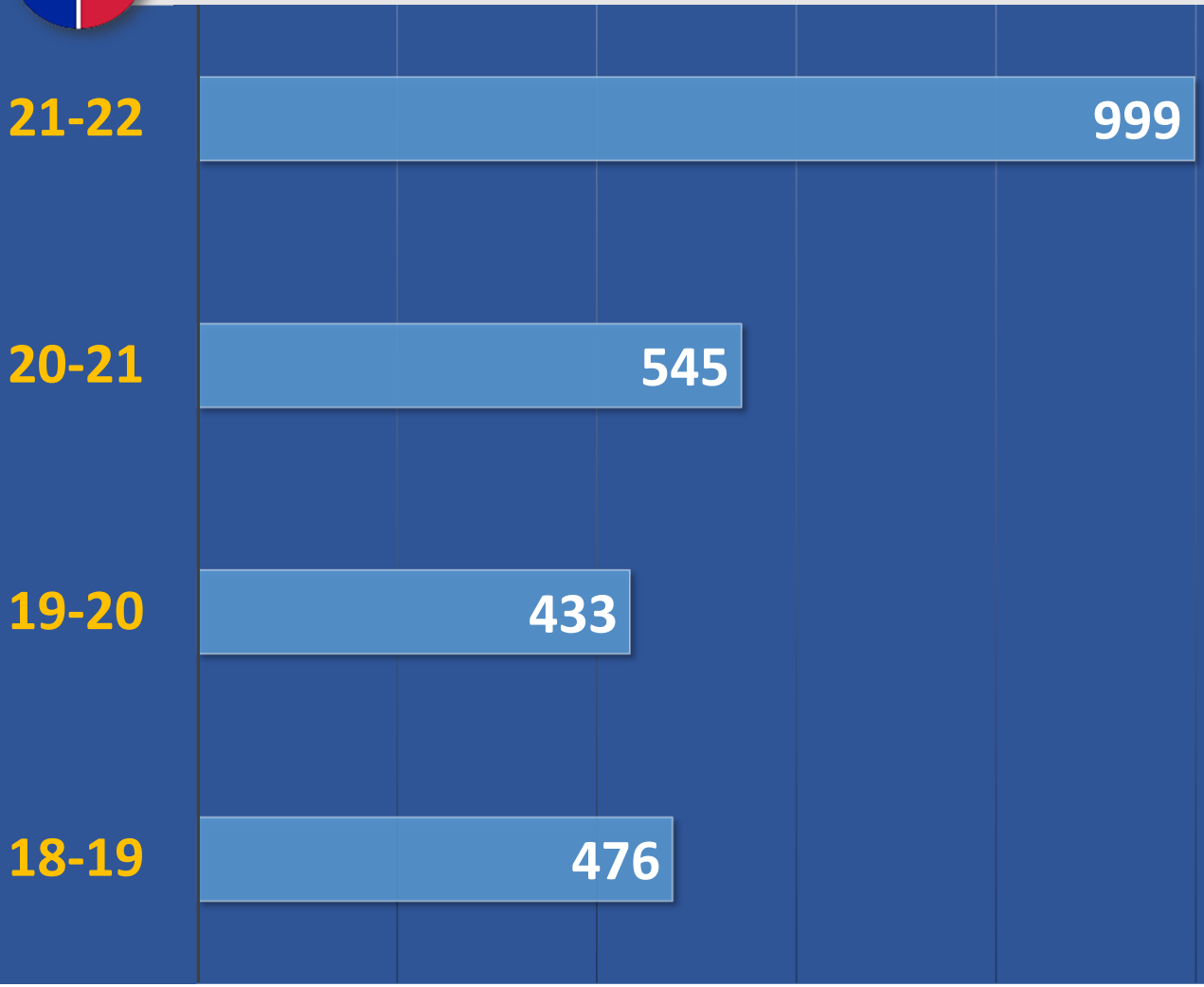
Adopted: 1404

Rescued: 917

Redeemed: 614

On average, less than 1 in 5 strays (17%) that brought into the Shelter are reclaimed by their owners.

EUTHANIZATION STATISTICS



The Animal Shelter is NOT -- and has never been -- a 'no-kill' shelter.

However, our corps of volunteers and staff work with dozens of regional animal rescue groups and hold regular adoption events to prevent euthanizing an adoptable dog or cat. In fact, these efforts have prevented euthanizing an adoptable pet for more than 7 Years.

The ARK

- 7 lizards
- 16 snakes
- 1 toad
- 15 fishes
- 1 chinchilla
- 117 birds
- 6 donkeys
- 18 goats
- 60 guinea pigs
- 25 hamsters
- 36 horses
- 3 coyotes
- 4 bats
- 2 ferrets
- 4 pigs
- 2 sheep
- 122 skunks
- 8 squirrels
- 55 rabbits
- 8 raccoons
- 13 rats
- 4 opossums
- 1 deer
- 87 cows
- 1 hedgehog
- 5 turtles

ANIMAL SERVICES

ANIMAL CONTROL
ANIMAL SHELTER

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andrew Figueroa, Director of Public Works
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andrew Figueroa
Date:	October 8, 2024
Re:	Animal Shelter Services ILA with Collin County

Action Requested:
Consider and act to approve an Interlocal Agreement with Collin County for animal shelter services (Figueroa)

Background Information:
The City entered into a multi-party Interlocal Agreement with Collin County to construct and operate an animal shelter in Collin County on December 26, 2006. The cities of Anna, Farmersville, Frisco, Lowry Crossing, McKinney, Melissa, and Princeton participated in the original agreement. The Towns of Fairview and Prosper also participated in this agreement. This agreement is divided into two sections. The "Animal Shelter" portion of the bill concerns the current operation of the animal shelter. The second section is the "Animal Services Operation", which addresses the cost of picking up animals around Collin County. This amendment is modified annually to address the concerns for the upcoming fiscal year. This amendment extends the term of the agreements from October 1, 2024, to September 30, 2025, with Collin County.

The interlocal agreement divides the total cost of the shelter operation between the various parties of the contract based on NCTCOG population percentages. The FY 25 budget for Collin County for animal control is $1,268,593 and the animal shelter operations is $1,064,199. For Fiscal Year 2025, Celina's share of funding for animal control is projected at $145,698, while the allocation for the animal shelter operations is $100,321. This cost represents a necessary increase in our contributions due to rising operational costs and our growing population. City staff met with Collin County staff to discuss the cost increase. County staff stated that the increase in costs reflects several key factors:

1. **Population Growth:** Celina's rapid population growth necessitates increased resources for both animal control and shelter services. In FY 22, FY 23, and FY 24, Celina's contributions remained relatively stable. Celina's proportional share was 5% for the shelter operations and 1.5% for animal control services. The proposed budget for FY 25 marks the first significant increase in three years.
2. **Staffing Adjustments:** The animal shelter organization has expanded their workforce by adding two new positions and has also increased pay for existing staff to remain competitive and retain talent.
3. **Vehicle Replacement:** The replacement of aging vehicles has added to operational expenses, ensuring that services can continue efficiently.
4. **Building Expansion:** Collin County animal shelter is recommending an expansion to the existing animal shelter because the existing animal shelter operates at 200% capacity. The FY 2025 budget for the animal shelter includes $232,500 for building expansions. Celina's portion of this bill is $12,166, which is a new cost to the animal shelter bill. This cost includes the funding for necessary improvements to the building. Celina staff has requested additional information on the proposed building expansion and will be presenting this information at a future council meeting for further discussion.

While the increase in costs is notable, it is justifiable given the context of our community's growth. Staff recommends proceeding with the proposed budget adjustments to ensure continued support for effective animal control and shelter operations.

Legal Review:
Standard Interlocal Agreement

Supporting Documents:
1. Agreement
2. Exhibit
3. Animal Shelter (P)
4. ccas2023 (P)

Financial Consideration:
Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends approval

Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of Celina
142 N. Ohio St.
Celina, TX 75009

Contract No. 06668-09
Contract: Interlocal Agreement, Construction, Operation and Use of Animal Shelter City of Celina

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1 The agreement will be renewed for a period of one (1) year, beginning October 1, 2024, through and including September 30, 2025, at the rate below.

Item #2 Total Amount for fiscal year 2025 $100,321.00

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. 17 has been accepted and authorized on _____by authority of the Collin County Commissioners Court by Court Order No._____, to be effective on October 1, 2024.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE:

DATE:

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB
(Print Name)

TITLE: PURCHASING AGENT

DATE:

HISTORICAL INFORMATION

Awarded by Court Order No. 2006-891-09-26

Amendment	No. 1	Court Order No.	2007-903-10-09	Summary	One year Renewal, fees updated
Amendment	No. 2	Court Order No.	2009-012-01-12	Summary	One year Renewal, fees updated
Amendment	No. 3	Court Order No.	2009-556-07-27	Summary	One year Renewal, fees updated
Amendment	No. 4	Court Order No.	2010-918-11-08	Summary	One year Renewal, fees updated
Amendment	No. 5	Court Order No.	2011-562-08-15	Summary	One year Renewal, fees updated
Amendment	No. 6	Court Order No.	2012-902-12-10	Summary	One year Renewal, fees updated
Amendment	No. 7	Court Order No.	2013-942-11-11	Summary	One year Renewal, fees updated
Amendment	No. 8	Court Order No.	2014-990-12-15	Summary	One year Renewal, fees updated
Amendment	No. 9	Court Order No.	2016-016-01-04	Summary	One year Renewal, fees updated
Amendment	No. 10	Court Order No.	2017-032-01-23	Summary	One year Renewal, fees updated
Amendment	No. 11	Court Order No.	2017-826-10-09	Summary	One year Renewal, fees updated
Amendment	No. 12	Court Order No.	2018-998-11-19	Summary	One year Renewal, fees updated
Amendment	No. 13	Court Order No.	2019-895-10-07	Summary	Amendment to First Amended ILA
Amendment	No. 14	Court Order No.	2021-245-03-22	Summary	One year Renewal, fees updated, Added Force Majeure
Amendment	No. 15	Court Order No.	2022-1050-10-03	Summary	One year Renewal, fees updated
Amendment	No. 16	Court Order No.	2023-1015-10-09	Summary	One year Renewal, fees updated
Amendment	No. 17	Court Order No.		Summary	One year Renewal, fees updated

FY 2025 Animal Shelter Billing Worksheet

Larger Entities / Original Entities

	% of Charges	FY25 Budgeted M&O and Per.	FY25 Capital Contribution**	FY25 Total Cost before Adjust.	Less FY23 Fees Collected	Less Adjustments for FY23 Budget vs. Actual	FY25 Total Billed	Building Expansion	FY25 Total Billed w/ Building Expansion
Anna	3.58%	$ 61,667	$ 2,148	$ 63,815	$ 1,631	$ 1,884	**$ 60,300**	$ 8,322	**$ 68,622**
Celina	5.23%	$ 90,154	$ 3,140	$ 93,293	$ 2,384	$ 2,754	**$ 88,155**	$ 12,166	**$ 100,321**
Fairview	1.64%	$ 28,188	$ 982	$ 29,169	$ 745	$ 861	**$ 27,563**	$ 3,804	**$ 31,367**
Farmersville	0.64%	$ 11,036	$ 384	$ 11,421	$ 292	$ 337	**$ 10,792**	$ 1,489	**$ 12,281**
Frisco	33.62%	$ 579,281	$ 20,174	$ 599,455	$ 15,320	$ 17,698	**$ 566,437**	$ 78,173	**$ 644,610**
McKinney	31.32%	$ 539,527	$ 18,789	$ 558,316	$ 14,269	$ 16,483	**$ 527,564**	$ 72,809	**$ 600,373**
Melissa	3.04%	$ 52,399	$ 1,825	$ 54,224	$ 1,386	$ 1,601	**$ 51,237**	$ 7,071	**$ 58,309**
Princeton	4.02%	$ 69,270	$ 2,412	$ 71,683	$ 1,832	$ 2,116	**$ 67,734**	$ 9,348	**$ 77,082**
Prosper	5.80%	$ 99,965	$ 3,481	$ 103,446	$ 2,644	$ 3,054	**$ 97,748**	$ 13,490	**$ 111,238**
Collin County	11.11%	$ 191,387	$ 6,665	$ 198,053	$ 5,062	$ 5,847	**$ 187,144**	$ 25,828	**$ 212,971**
TOTAL	**100%**	**$ 1,722,875**	**$ 60,000**	**$ 1,782,875**	**$ 45,566**	**$ 52,636**	**$ 1,684,674**	**$ 232,500**	**$ 1,917,174**

FY25 Billing Breakout	
Total Billed:	$ 1,754,995
Smaller Entities:	$ 32,120
TOTAL for Original:	**$ 1,722,875**

Adjust for FY23 Budget vs. Actual	
FY23 Billed:	$ 1,249,175
FY23 Actual:	$ 1,232,024
FY23 Difference:	$ 17,151
Diff w/ Cap Return	**$ 52,636**

In FY 2023, $24,514.57 was spent of the $60,000 Capital Contribution. The unused funds totaling $35,485.43 are reflected in the FY23 adjustments.

Smaller Entities / Added Later

	FY25 Budgeted M&O and Per.	FY25 Capital Contribution**	FY25 Total Cost before Adjust.	Less FY23 Fees Collected	Less Adjustments for FY23 Budget vs. Actual	FY25 Total Billed
Lavon			$ 3,100			**$ 3,100**
Lucas			$ 14,970			**$ 14,970**
Nevada			$ 1,550			**$ 1,550**
Weston			$ 2,500			**$ 2,500**
Blue Meadow MUD No. 1			$ 2,000			**$ 2,000**
North Collin County MUD No. 1			$ 2,000			**$ 2,000**
Van Alstyne MUD No. 3			$ 2,000			**$ 2,000**
Magnolia Pointe MUD No. 1			$ 2,000			**$ 2,000**
Van Alstyne MUD No. 2			$ 2,000			**$ 2,000**
TOTAL			**$ 32,120**			**$ 32,120**

Grand Total: $ 1,949,294

Grand Total is the total billed amount for the larger and smaller entities combined.

ANIMAL SERVICES

ANIMAL CONTROL
ANIMAL SHELTER

April 2023

ESTABLISHED 2006

SERVICE / FUNCTIONS

- ANIMAL CONTROL Unincorporated Collin County (441 square miles), plus towns of Anna, Celina, Fairview, Lavon, Lucas, Melissa, Nevada, Princeton, Prosper, Weston
- SHELTERING ONLY McKinney, Frisco & Farmersville operate their own Animal Control

SIZE/CAPACITY

- BUILDING: 10,000 Sq Ft.
- DOG KENNELS: 60 Permanent; 18 mobile; numerous crates
- CAT KENNELS: 40 Permanent; 18 mobile
- LIVESTOCK PENS: Can be configured to 6-10 separate pens

STAFF 23 full-time, 3 part-time authorized

VOLUNTEERS 10-15 per week

'HOLDING' PERIOD FOR SHELTER: For stray animals, 5 days after Impoundment the animal becomes county property, by law.

CARE AT SHELTER:

- All strays are checked for a microchip; when contact information on chip is current, staff contacts registered owner (MANY pet owners do not update this information).
- All Strays are checked for disease, injury, illness, behavior problems; then vaccinated if vaccination record or owner is unknown.

INTAKE NUMBERS

July 22-Feb 23:

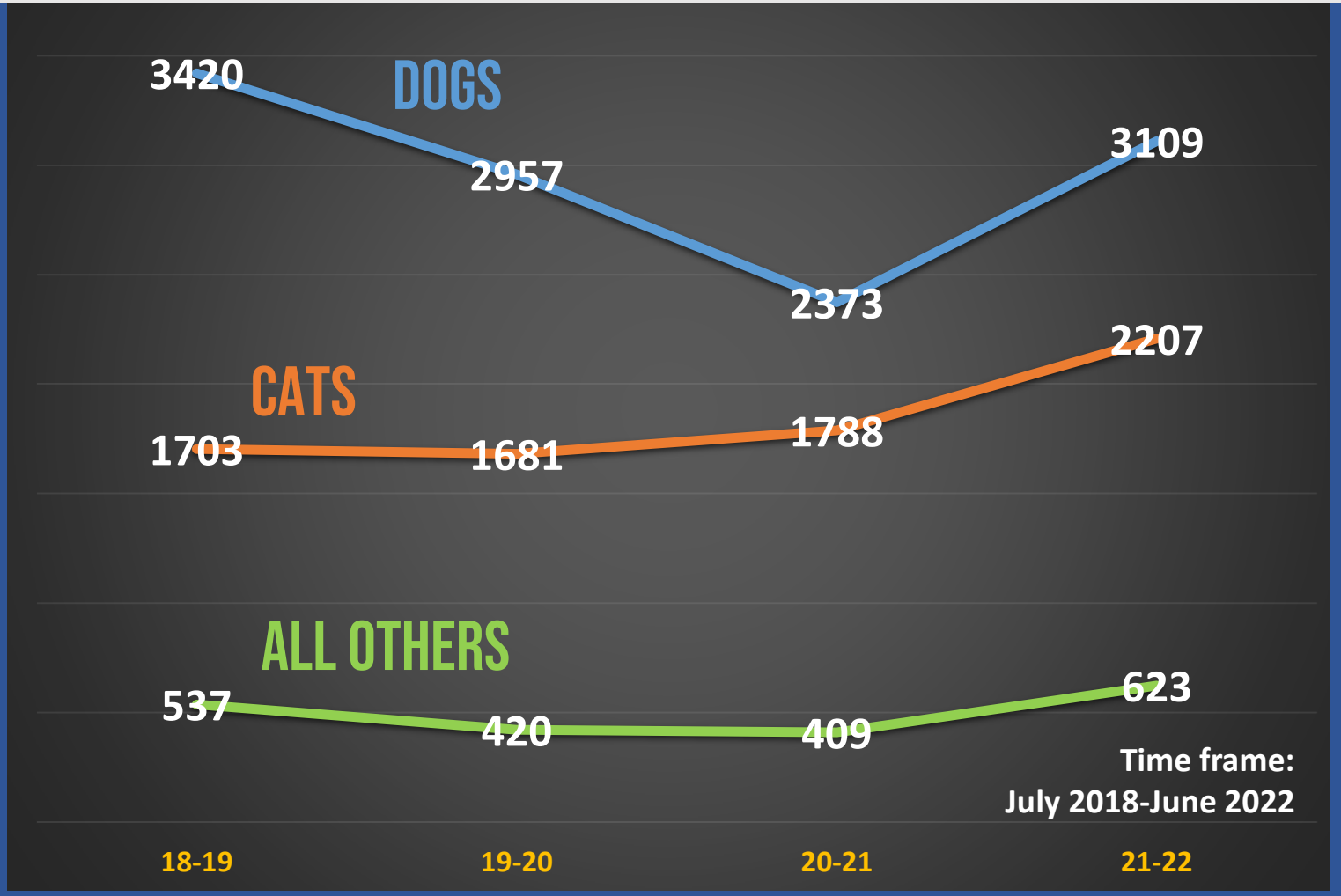
Dogs: 2384
Cats: 1353
All Others: 485

Avg Annual Intake:

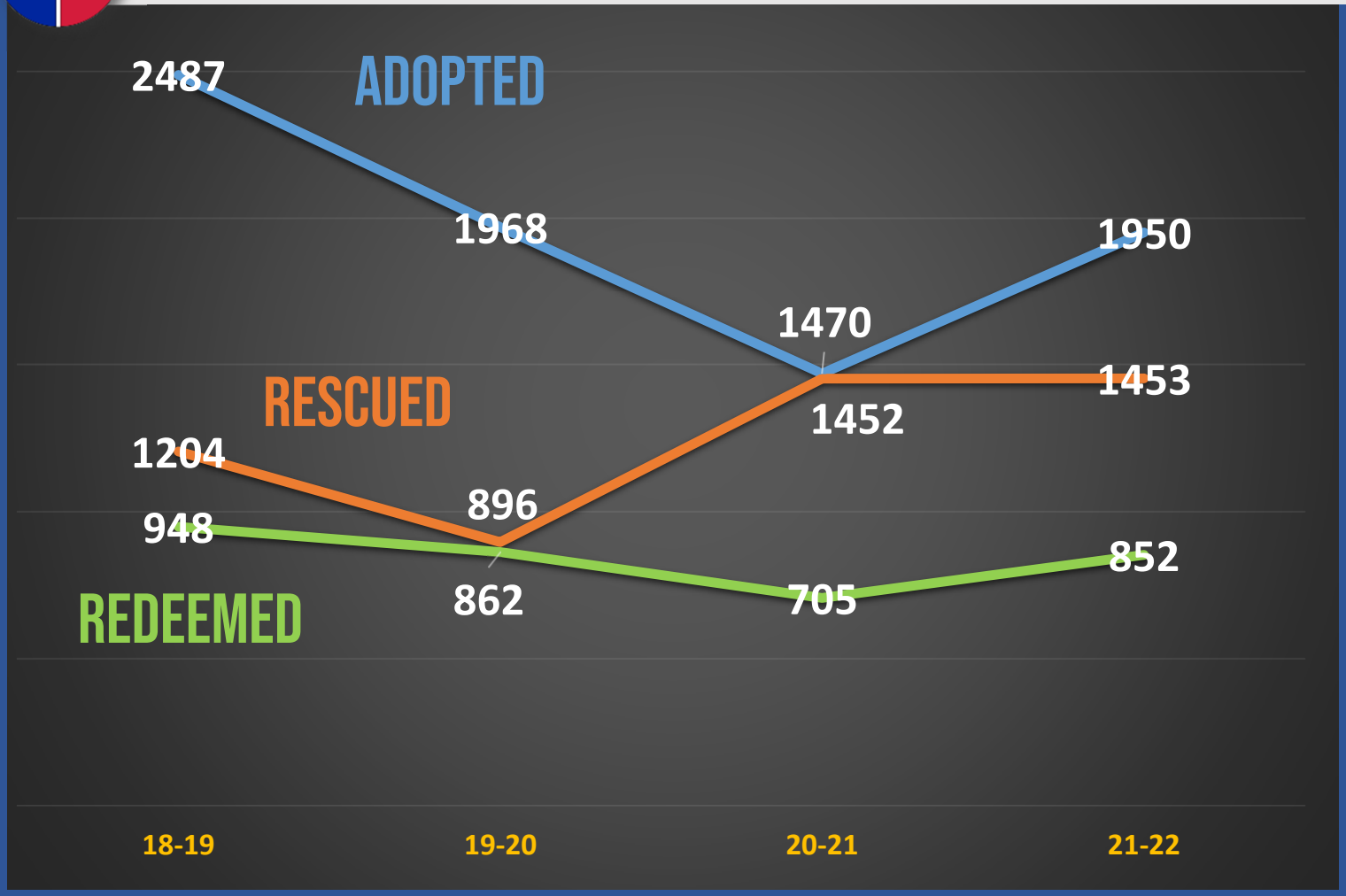
5000 Animals

Avg /Month

Dogs: 247
Cats: 153
All Others: 41



ADOPTIONS / REDEEMING DOG & CATS



July 22-Feb 23:

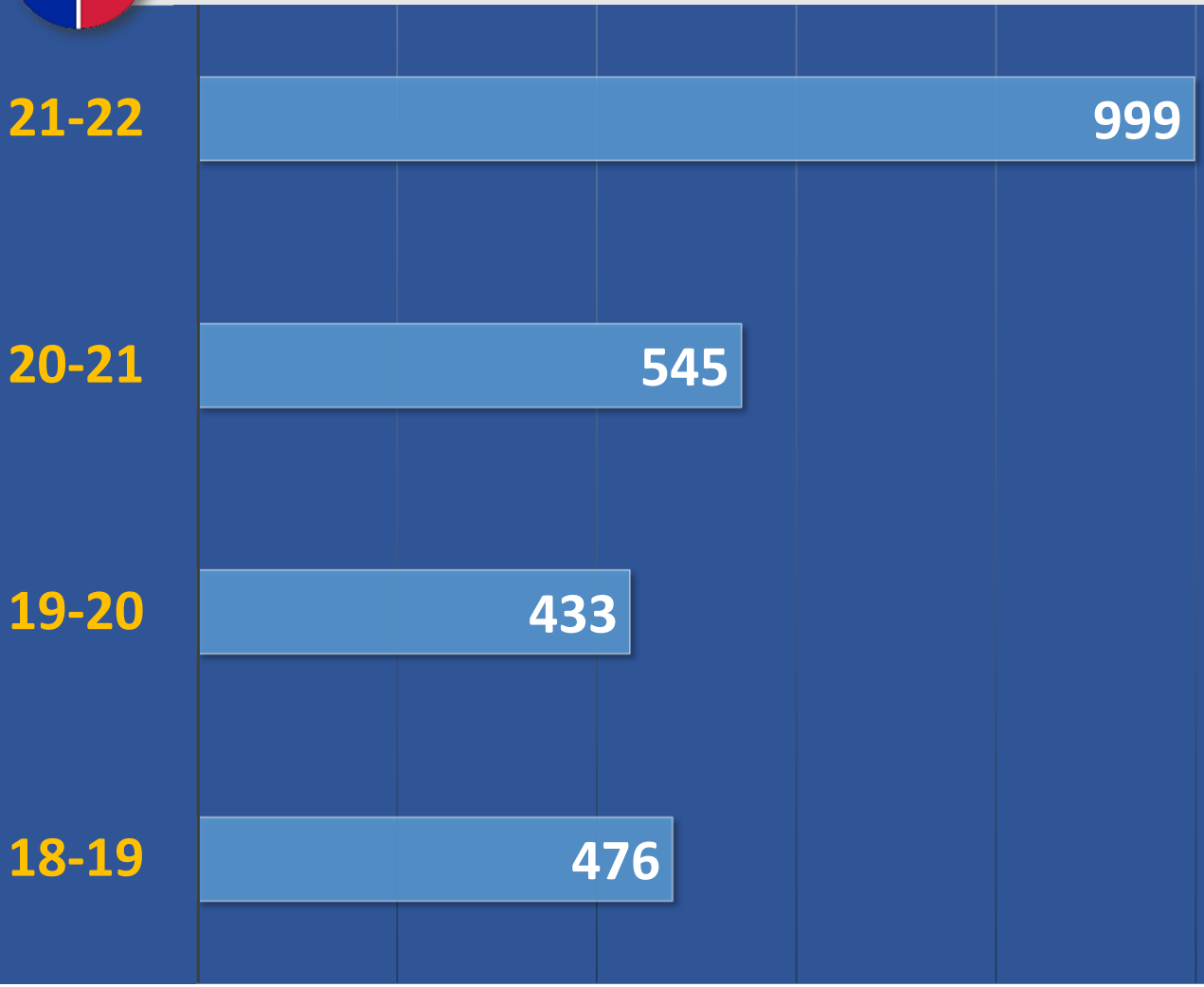
Adopted: 1404

Rescued: 917

Redeemed: 614

On average, less than 1 in 5 strays (17%) that brought into the Shelter are reclaimed by their owners.

EUTHANIZATION STATISTICS



The Animal Shelter is NOT -- and has never been -- a 'no-kill' shelter.

However, our corps of volunteers and staff work with dozens of regional animal rescue groups and hold regular adoption events to prevent euthanizing an adoptable dog or cat. In fact, these efforts have prevented euthanizing an adoptable pet for more than 7 Years.

The ARK

- 7 lizards
- 16 snakes
- 1 toad
- 15 fishes
- 1 chinchilla
- 117 birds
- 6 donkeys
- 18 goats
- 60 guinea pigs
- 25 hamsters
- 36 horses
- 3 coyotes
- 4 bats
- 2 ferrets
- 4 pigs
- 2 sheep
- 122 skunks
- 8 squirrels
- 55 rabbits
- 8 raccoons
- 13 rats
- 4 opossums
- 1 deer
- 87 cows
- 1 hedgehog
- 5 turtles

ANIMAL SERVICES

ANIMAL CONTROL
ANIMAL SHELTER

ANIMAL SERVICES

ANIMAL CONTROL
ANIMAL SHELTER

ESTABLISHED: 2006

SERVICE/FUNCTIONS:

- **ANIMAL CONTROL** Unincorporated Collin County (441 square miles), plus towns of Anna, Celina, Fairview, Lavon, Lucas, Melissa, Nevada, Princeton, Prosper, Weston
- **SHELTERING ONLY** McKinney, Frisco & Farmersville operate their own Animal Control

SIZE/CAPACITY:

- **BUILDING:** 10,000 Sq Ft.
- **DOG KENNELS:** 60 Permanent; 18 mobile; numerous crates
- **CAT KENNELS:** 40 Permanent; 18 mobile
- **LIVESTOCK PENS:** Can be configured to 6-10 separate pens

STAFF:

- 23 full-time, 3 part-time authorized
- 10-15 volunteers, including weekends

POLICY:

- **'HOLDING' PERIOD**: For stray animals, 5 days after impoundment the animal becomes county property, by law.
- The Animal Shelter is NOT -- and has never been -- a 'no-kill' shelter. Thanks to our volunteers & staff working with animal rescue groups (and regular adoption events) no adoptable pet has been euthanized in 7 years.

CARE:

All strays checked for a microchip; when contact information on chip is current, staff contacts registered owner (MANY pet owners do not update this information). All checked for disease, injury, illness, behavior problems; then vaccinated if vaccination record or owner is unknown.

AVERAGE INTAKE:

- **ANNUAL:** 5,000
- **MONTHLY:** 425
  - 247 **DOGS**
  - 153 **CATS**
  - 41 **OTHER SPECIES**

OUTGOING JULY '22- FEB '23:

- **ADOPTED:** 1,404
- **RESCUE GROUP:** 917
- **REDEEMED BY OWNER:** 614

EUTHANIZATIONS:

REASONS: Behavior (71%), Illness (22%), Injury (5%), Rabies (<1%), Age (<1%), Temperament (<1%), Court Order (<1%).

- **'21-'22:** 999
- **'20-'21:** 545
- **'19-'20:** 433
- **'18-'19:** 476

THE ARK:

July 2021-July 2022: 7 lizards, 16 snakes, 1 toad, 15 fishes, 1 chinchilla, 117 birds, 6 donkeys, 18 goats, 60 guinea pigs, 25 hamsters, 36 horses, 3 coyotes, 4 bats, 2 ferrets, 4 pigs, 2 sheep, 122 skunks, 8 squirrels, 55 rabbits, 8 raccoons, 13 rats, 4 opossums, 1 deer, 87 cows, 1 hedgehog, 5 turtles. In

the past this group has included a wolf, a wallaby, buffalo, llamas, and bobcats to name a few.

Life Connected.

Police Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	John Cullison, Police Chief
CC:	Robert Ranc, City Manager
Intiated by:	
Date:	October 8, 2024
Re:	Dispatch ILA with Collin County

Action Requested:
Consider and act to approve an Interlocal Agreement with Collin County for dispatch services. (Cullison)

Background Information:
This is an annual agreement for dispatch services with Collin County. The Celina Police and Fire Departments partner with the Collin County Sherrif's Office as the City lacks the infrastructure to support an Emergency Communications Center (Dispatch) for both police and fire services. The county currently provides support to Celina and a dozen other cities throughout Collin County.

Legal Review:
NA

Supporting Documents:
1. Agreement
2. Exhibit

Financial Consideration:
NA

Staff Recommendation:
Staff recommends approval.

Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of Celina
142 N. Ohio St.
Celina, TX 75009

Contract No. 2021-398
Contract: Dispatch Services, City of Celina

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1: Renew contract for a twelve (12) month period at the same terms and conditions of the contract from October 1, 2024, through September 30, 2025.

Item #2: Update Section 5.01 Compensation clause of the agreement to the following-

Payment for contract year October 1, 2024, through September 30, 2025, is $311,146.00. Payments will be made in four quarterly installments of $77,786.50. In addition to the fee schedule, each radio registered on the system will be assessed an annual connection fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system. In FY2025, the fee will be $108 per radio and may be updated annually by PAWM.

From:
Payment for contract year October 1, 2023, through September 30, 2024, is $210,995.00. Payments will be made in four quarterly installments of $52,748.75. In addition to the fee schedule, each radio registered on the system will be assessed an annual connection fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. 3 has been accepted and authorized on _____ by authority of the Collin County Commissioners Court by Court Order No._____, to be effective on October 1, 2024.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE:

DATE:

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB
(Print Name)

TITLE: PURCHASING AGENT

DATE:

HISTORICAL INFORMATION

Awarded by Court Order No. 2021-979-10-04

Amendment	No. 1	Court Order No.	2022-913-09-19	Summary	One year Renewal
Amendment	No. 2	Court Order No.	2023-933-10-02	Summary	One year Renewal, fees updated
Amendment	No. 3	Court Order No.		Summary	One year Renewal, fees updated

FY 2025 Radio Cost (excluding FD)

Outside Agency	PD Radios as of 03/18/24	PAWM Fee per Radio	PAWM Cost	Collin County Radio/Dispatch Fee	Grand Total
Anna	59	$ 108	$ 6,372	$ 262,029	$ 268,401
Anna ISD	6	$ 108	$ 648	$ 15,075	$ 15,723
Celina	83	$ 108	$ 8,964	$ 311,146	$ 320,110
Celina ISD	3	$ 108	$ 324	$ 6,909	$ 7,233
Community ISD	10	$ 108	$ 1,080	$ 23,585	$ 24,665
Fairview	41	$ 108	$ 4,428	$ 131,422	$ 135,850
Farmersville	26	$ 108	$ 2,808	$ 82,752	$ 85,560
Farmersville ISD	13	$ 108	$ 1,404	$ 30,622	$ 32,026
Josephine	19	$ 108	$ 2,052	$ 65,578	$ 67,630
Lavon	29	$ 108	$ 3,132	$ 110,879	$ 114,011
Melissa	32	$ 108	$ 3,456	$ 139,515	$ 142,971
Melissa ISD	10	$ 108	$ 1,080	$ 23,708	$ 24,788
Princeton	70	$ 108	$ 7,560	$ 255,134	$ 262,694
Outside Agency Total	401	$ 108	$ 43,308	$ 1,458,353	$ 1,501,661
Collin County	1,113	$ 108	$ 120,204	$ 3,173,883	$ 3,294,087

Life Connected.

Police Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	John Cullison, Police Chief
CC:	Robert Ranc, City Manager
Intiated by:	John Cullison
Date:	October 8, 2024
Re:	Jail Services ILA with Collin County

Action Requested:
Consider and act to approve an Interlocal Agreement with Collin County for jail services. (Cullison)

Background Information:
This is the annual agreement for jail/inmate services with Collin County. The Celina Police Department partners with the Celina County Sherrif's Office as the City lacks the infrastructure to support housing arrested persons. The county currently provides support to Celina and a dozen other cities throughout Collin County.

Please note that the daily rate for FY2025 will be $127.80. This is a $20.50 per day increase from FY204.

Legal Review:
N/A

Supporting Documents:
1. Agreement
2. Exhibit

Financial Consideration:
$127.80 per day per inmate

Staff Recommendation:
Staff recommends approval.

Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of Celina
142 N. Ohio
Celina, TX 75009

Contract No. 2020-366
Contract: Jail Services, City of Celina

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1: The agreement will be renewed for a period of one (1) year, beginning October 1, 2024, through and including September 30, 2025.

Item #2: Charges for fiscal year 2025: $127.80 per day, per inmate

Item #3: Update Section 8 Civil Liability clause of the agreement to the following -

The City and County ("Parties") agree through this contract that the Parties are individually responsible for any civil liability that arises from their provision of services under this Agreement. *See* Gov't Code, § 791.006(b).

This provision falls under subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

For purposes of this section 8, "County" includes its officials, officers, deputies, employees, insurers, and agents. "City" includes its officials, officers, deputies, employees, insurers, and agents.

With regard to the provision of a defense under this paragraph, the Parties will reasonably cooperate with the one another in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the Parties' supervision or control.

FROM:
The City is responsible for any civil liability that arises from the County's provision of services under this Agreement. See Gov't Code, § 791.006(b). The City will defend, indemnify, and hold harmless the County from and against all demands, claims, damages, losses and liabilities, including reasonable attorney's fees and litigation expenses, that arise directly or indirectly from the County's performance of this Agreement. This provision falls under subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

For purposes of this section 8, "County" includes its officials, officers, deputies, employees, insurers, and agents.

With regard to the provision of a defense under this paragraph, the County will reasonably cooperate with the City in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the County's supervision or control.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. 4 has been accepted and authorized on _____by authority of the Collin County Commissioners Court by Court Order No._____, to be effective on October 1, 2024.

ACCEPTED BY:

SIGNATURE	SIGNATURE
(Print Name)	Michelle Charnoski, NIGP-CPP, CPPB (Print Name)
TITLE:	TITLE: Purchasing Agent
DATE:	DATE:

HISTORICAL INFORMATION

Awarded by Court Order No. 2020-711-08-10

Amendment	No. 1	Court Order No.	2021-777-08-16	Summary	One year renewal; fees updated
Amendment	No. 2	Court Order No.	2022-1200-11-07	Summary	One year renewal; fees updated
Amendment	No. 3	Court Order No.	2023-953-10-02	Summary	One year renewal; fees updated
Amendment	No. 4	Court Order No.		Summary	Renewal, Fees, Sec. 8 updated

Inmate per Day Expense Entity Impact

Entity	FY 2020 Actual Paid	FY 2021 Actual Paid	FY 2022 Actual Paid	FY 2023 Actual Paid	FY 2024 YTD Actual Paid	FY 2024 Inmate Days Utilizing FY 2025 Adopted Rate
Anna	$ 4,543.88	$ 4,296.27	$ 3,057.60	$ 3,367.76	$ 1,287.60	$ 1,533.64
Anna ISD	$ -	$ -	$ -	$ -	$ -	$ -
Baylor Scott & White	-	-	-	-	$ -	$ -
Celina	2,271.94	822.69	1,117.20	918.48	$ 643.80	$ 766.82
Collin Co. Community College	-	274.23	58.80	-	$ -	$ -
Community ISD	-	-	-	-	$ -	$ -
DART	188.94	-	294.00	76.54	$ -	$ -
Fairview	98.78	639.87	176.40	306.16	$ 107.30	$ 127.80
Farmersville	1,284.14	1,462.56	940.80	382.70	$ -	$ -
Farmersville ISD	-	-	-	-	$ -	$ -
Josephine	98.78	-	-	-	$ -	$ -
Lavon	790.24	-	-	153.08	$ -	$ -
Lucas	-	-	-	-	$ -	$ -
McKinney	36,977.85	33,090.42	20,756.40	22,579.60	$ 8,905.90	$ 10,607.68
Melissa	3,457.30	5,119.06	2,822.40	3,138.14	$ 1,394.90	$ 1,661.44
Murphy	4,642.66	1,279.74	58.80	841.94	$ -	$ -
Parker	395.12	-	-	-	$ -	$ -
Princeton	5,926.80	4,753.32	4,998.00	4,133.16	$ 1,394.90	$ 1,661.44
Prosper	4,247.54	914.10	1,058.40	4,209.70	$ 1,502.20	$ 1,789.25
Prosper ISD	-	-	176.40	-	$ -	$ -
St Paul	-	-	-	-	$ -	$ -
Westminister	-	-	-	-	$ -	$ -
Wylie	2,271.94	91.41	-	-	$ -	$ -
	$ 67,195.91	$ 52,743.67	$ 35,515.20	$ 40,107.26	$ 15,236.60	$ 18,148.08
Rates	$ 98.78	$ 91.41	$ 58.80	$ 76.54	$ 107.30	$ 127.80
# City Days	680	577	604	524	142	
0001-50030-0001-64-00-0000-440054-						
Federal Inmate Housing	$ 1,179,869.74	$ 510,154.19	$ 1,183,665.00	$ 1,172,535.00	$ 467,670.00	$ 467,670.00
# Federal Days	11,944	4,859	11,273	11,167	4,454	
# Total Days	350116	341105	359851	391046	145604	
# County Days	337,491	335,669	347,974	379,355	141,008	
Facility Utilization						
% County	96.39%	98.41%	96.70%	97.01%	96.84%	
% City	0.19%	0.17%	0.17%	0.13%	0.10%	
% Federal	3.41%	1.42%	3.13%	2.86%	3.06%	

Life Connected.

City Secretary's Office
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Lauren Vaughns, City Secretary
CC:	Robert Ranc, City Manager
Intiated by:	Lauren Vaughns
Date:	October 8, 2024
Re:	Appointment of ex-officio member to Downtown Commission

Action Requested:
Consider and act on a Ordinance amending Ordinance 2021-42 to add an ex officio member to the Downtown Commission. (Vaughns)

Background Information:
A recent member of the Downtown Commission whose term expired, Ms. Audrea Weimer, has requested to be re-appointed to the Commission. Ms. Weimer is concerned that she was not aware that her term expired on September 30, 2024. Mayor Tubbs and Mayor Pro Tem Hopkins requested Ms. Weimer be added as an ex offico member of the Downtown Commission. This action will create an ex officio member of the Downtown Commission and appoint Ms. Weimer as the ex officio member. Ex officio members are able to attend meetings as members of the Commission, but they are not able to vote as members of the Commission.

Legal Review:
N/A

Supporting Documents:
1. Ordinance

Financial Consideration:
N/A

Staff Recommendation:

N/A

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CELINA CODE OF ORDINANCES, CHAPTER 14 "ZONING", ARTICLE 14.02 "ZONING DISTRICTS", SECTION 14.02.5.5 "DOWNTOWN DISTRICT" TO ADD AN EX OFFICIO MEMBER TO THE DOWNTOWN COMMISSION; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City of Celina (the "City") is a home rule municipality located in Collin County and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, Texas Local Government Code Section 51.001(1) provides that the governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule or police regulations that is for the good government, peace or order of the municipality and is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality; and

WHEREAS, the City Council of the City (the "City Council") has previously adopted Ordinance No. 2021-42 adopting Chapter 14 "Zoning", Article 14.02 "Zoning Districts", Section 14.02.5.5 "Downtown District" creating a nine-member Downtown Commission; and

WHEREAS, in order to best administer City meetings, the City Council has found and determined it to be necessary to increase the number of members on the Downtown Commission by adding an ex officio member.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2

FINDINGS

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

SECTION 3
AMENDMENTS

The Celina Code of Ordinances, Chapter 14 "Zoning", Article 14.02 "Zoning Districts", Section 14.02.5.5 "Downtown District", as previously adopted by Ordinance No. 2021-42, is hereby amended to add the following number 3. to the end of paragraph (l) "membership" in Chapter 1 "Administration", regarding the Downtown Commission:

3. In addition to the nine members, there may be one (1) ex officio Commission member appointed by the City Council in the same manner as the nine members. If one is appointed, the ex officio member may participate in all meetings, both open session and executive session, and may fully participate in discussion of the Commission, but shall not vote.

SECTION 4
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting traffic and vehicles within the City of Celina, which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6

SEVERABILITY

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

SECTION 7
OPEN MEETINGS

That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code

SECTION 8
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this 8th day of October, 2024.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Robert Ranc, City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Ty Behringer
Date:	October 8, 2024
Re:	Boards and Commissions Policy - Update

Action Requested:
Consider and act upon a Resolution amending the Boards and Commissions Membership Appointment Policy. (Ranc)

Background Information:
At the September 10, 2024, City Council meeting, the Council considered updates to the Boards and Commissions Membership Appointment Policy as a work session item. Specifically, Council considered updates to provisions including applicant eligibility, the application process, the appointment process, attendance requirements, and member expectations. Based on Council's feedback and direction, the following updates have been incorporated into the proposed update to the Boards and Commissions Policy:

- Board and Commission members and applicants must be registered voters and have voted in the most recent municipal election. Applicants must also be residents of Celina for at least one (1) year.
- Former City of Celina employees must wait one (1) year from the date of the end of their employment with the City and be classified as re-hirable to be eligible to apply for Board and Commission vacancies.
- City Council will appoint an application review committee comprised of council members to perform an initial review of applications and determine which applicants will be interviewed for appointment or re-appointment to vacant positions on Boards and Commissions. In odd years, council members serving in Council Places 1, 3, and 5 will be appointed to the application review committee. In even number years, council members serving in Council Places 2, 4, and 6 will be appointed to the application review committee.

- Council may appoint selected applicants to vacant Board and Commission positions by resolution in any appropriately posted public meeting.
- The City Secretary will provide two (2) dates for applicant interviews at least one week apart to accommodate applicants' meeting schedules.
- Board and Commission members must attend at least 75% of regularly scheduled meetings, calculated from the most recent 12-month period. Automatic resignation applies to members who do not meet attendance requirements.
- All Boards and Commissions will move to three (3) year terms.
- Applicants may apply for up to three (3) Board and Commission vacancies.

Legal Review:
Legal has reviewed the potential updates to the Boards and Commissions Policy.

Supporting Documents:
1. Resolution
2. Proposed Boards and Commissions Policy
3. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends City Council approve updates to the Boards and Commissions Policy as proposed.

RESOLUTION NO. 2024-___R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ADOPTING A BOARDS AND COMMISSIONS POLICY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Celina desires to establish a formal policy to provide structure and consistency for the appointment, governance, and operation of the City's boards and commissions; and

WHEREAS, the proposed Boards and Commissions Policy provides clear guidelines regarding eligibility, attendance, and member expectations, as well as procedures for the appointment and removal of members;

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

SECTION 1. The City Council hereby adopts the Boards and Commissions Policy, attached hereto as "Exhibit A," establishing the guidelines and procedures for the appointment, governance, and removal of members of the City's boards and commissions.

SECTION 2. That this Resolution shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 8th day of October 2024.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

Life Connected.

Boards & Commissions Policy

Approved October 2024

The City of Celina (City) seeks to provide its residents with opportunities to use their skills and expertise to serve the community. An important way that Celina residents can serve the community is by participation as a member of one of the City's boards, commissions, committees, and/or corporations (Boards and Commissions). Boards and Commissions provide residents a unique opportunity to participate in the City's governmental affairs and influence public policy. The Boards and Commissions Policy (Policy) provides details regarding the purpose of the City's various Boards and Commissions, the appointment process to become a member (Member) of one of the City's Boards and Commissions, and the membership expectations for those appointed to serve on one of the City's Boards and Commissions.

1. Boards and Commissions Overview

1.1. **Purpose of Boards and Commissions** – The roles and responsibilities of Boards and Commissions vary based on state statute, provisions in the City of Celina's Charter (Charter), and/or provisions in City of Celina's Code of Ordinances (Code of Ordinances). However, all Boards and Commissions are expected to work through the City's professional staff (Staff) to review and provide advice regarding City policies, procedures, and projects in furtherance of the City's Strategic Plan and all other applicable long-range planning policies and documents established by the City Council.

1.2. **Standing Boards and Commissions –** The City Council has established the following standing Boards and Commissions: Arts and Culture Board, Board of Adjustment, Community Development Corporation/Parks & Recreation Board (CDC), Downtown Commission, Economic Development Corporation (EDC), Keep Celina Beautiful Board, Library Board, Planning & Zoning Commission (P&Z), and Special Events Advisory Committee (SEAC).

1.3. **Temporary/Ad Hoc Boards and Commissions –** The City Council may establish temporary/ad hoc boards and commissions, special purpose committees, etc. as it deems necessary and appropriate. The composition, responsibility, and policies of temporary/ad hoc boards and commissions, special purpose committees, etc. will be determined by City Council as necessary, and members of such boards and commissions are not subject to this Policy.

1.4. **Ex-Officio –** The City Manager and/or his/her designee shall be considered a permanent ex-officio member of the Boards and Commissions. The City Manager and/or his/her designee shall not possess voting privileges on Boards and Commissions but may attend executive sessions of Boards and Commissions.

1.5. **Governing Policy –** In the event this Policy conflicts with the City Charter, City Code of Ordinances, or by-laws for specific Boards and Commissions approved by City Council, the City Charter, City Code of Ordinances, or approved by-laws will be the governing policy.

2. **Appointment to Boards and Commissions**

2.1. **Eligibility**

2.1.1. **Residency Requirements –** With the exception of the Downtown Commission, Members shall be a resident of the City of Celina for at least one (1) year prior to appointment. In addition to City residents, membership on the Downtown Commission is also open to individuals with a vested interest in the well-being of the City's downtown, such as downtown property owners, downtown business owners, downtown business operators, downtown business managers, etc.

2.1.2. **Registered Voter –** Applicants to or members of Boards and Commissions shall be registered voters who have participated in the most recent municipal elections.

2.1.3. **Service Limitations –** Members cannot serve concurrently on more than one Board or Commission. Exceptions include temporary and/or special purpose committees, ad hoc committees, etc. Additionally, former employees of the City of Celina must wait one (1) year from the date of the end of their employment with the City and be classified by the City as re-hirable to be eligible to apply for Board and Commission vacancies.

2.1.4. **Term Limits** – Members of Boards and Commissions shall serve three (3) year terms. There are no term limits for Members, other than Members of the EDC or P&Z. The City Council retains the authority to re-appoint or remove Members as it deems appropriate.

2.1.4.1. **Planning and Zoning Exception –** Per Section 14.01.201(b)(3) of the City Code of Ordinances, P&Z Members may not serve more than three (3) consecutive, full terms of office.

2.1.4.2. **Economic Development Corporation Exception –** Per Section 1(c) of the EDC Bylaws, EDC Members may not serve more than three (3) full two (2) year terms for a total of six (6) years. EDC Members are eligible for reappointment to the EDC Board after a two (2) year absence of service to the Board.

DRAFT

2.1.5. **Member Relationships –** Members serving on the same Board or Commission shall not be related within two degrees of consanguinity or affinity.

2.1.6. **Good Standing –** Applicants to or members of Boards and Commissions shall not be in arrears to the City for taxes and/or utility bills.

2.1.7. **Adverse Parties –** Applicants to or members of Boards and Commissions shall not be adverse parties to, nor employees or business associates of, an adverse party with pending litigation or a claim against the City or a City employee.

2.2. **Application for Boards and Commissions**

2.2.1. **Application Requirement –** The City Secretary shall post applications for Boards & Commissions in June of each year. All applications must be received by the deadline established by the City Secretary. Any application received after the established deadline will not be considered for the given year's Board & Commission appointments. Applications shall expire after 12 months, at which time individuals are required to complete new applications for appointment to Boards and Commissions.

2.2.2. **Application Limits –** Applicants may only apply for vacancies on three (3) Boards and Commissions.

2.2.3. **Application for Re-Appointment –** Members currently serving on Boards or Commissions whose terms are expiring must apply for re-appointment to the Board or Commission on which they serve. Individuals may apply for re-appointment to the Board or Commission on which they serve and to fill vacant positions on up to three (3) additional Boards and Commissions concurrently.

2.3. **Appointment Process**

2.3.1.**City Secretary Initial Application Review** – The City Secretary will conduct an initial review of applications to determine if all applications meet the eligibility criteria defined in this policy. The City Secretary will notify any ineligible applicants regarding the reason for their ineligibility.

2.3.2. **City Council Initial Application Review –** The City Secretary will provide the City Council the application information for all eligible applicants. The City Council will appoint an application review committee comprised Counof councilmembers to perform an initial review of applications and determine which applicants will be interviewed for appointment or re-appointment to vacant positions on Boards and Commissions. In odd number years, councilmembers serving in Council Places 1, 3, and 5 will be appointed to the application review committee. In even number years, councilmembers serving in Council Places 2, 4, and 6 will be appointed to the application review committee.

2.3.3. **City Council Interviews –** The City Council will conduct interviews for selected applicants regarding their qualifications, interest, etc. for serving on Boards and Commissions. The City Secretary will notify selected applicants of the time and location of City Council interviews. The City Secretary shall provide two (2) dates for interviews at least one week apart to accommodate applicants' schedules.

2.3.4. **City Council Appointment –** The City Council will appoint selected applicants to vacant Board and Commission positions by resolution in an appropriately posted public meeting.

2.4. **Board and Commission Member Expectations**

2.4.1. **Training -** Members shall complete the State of Texas Open Meetings Act (TOMA) training within 90 days of appointment or re-appointment. Members shall notify the City Secretary when the required TOMA training is complete. Members shall complete any other training as deemed necessary by the City Council, the City Manager, or his/her designee. Additionally, Members are encouraged to participate in the City's Citizen Government Academy (CGA).

2.4.2. **Appointment of Chairperson and Vice Chairperson –** At the first meeting following the appointment or re-appointment of Members by the City Council, each Board and Commission shall appoint a chairperson and vice chairperson by a vote of the Board or Commission. The chairperson shall preside at and conduct all meetings of the Board or Commission, and the chairperson will be the primary point of contact for Staff when working with respective Boards and Commissions. The vice chairperson will serve in place of the chairperson if/when the chairperson is absent. The chairperson shall appoint an acting chairperson in the event both the chairperson and vice chairperson are absent from a meeting concurrently.

2.4.3. **Staff Liaison –** The City Manager shall appoint a Staff liaison for each Board and Commission. The Staff liaison shall be the primary Staff point of contact for each respective Board and Commission. The Staff liaison shall be responsible for the coordination of meeting schedules, meeting set-up, meeting minutes, and posting of meetings and agendas in compliance with applicable rules, regulations, or statutes. The Staff liaison and/or other applicable Staff serve as advisors to Boards and Commissions and may provide research, analysis, presentations, etc. in support of items being considered by Boards and Commissions; however, Members may not assign work to the Staff liaison or other Staff.

2.4.4. **Attendance –** Members shall attend a minimum of 75 percent of regularly scheduled meetings, calculated from the most recent 12-month period. Members who are absent from more than 75 percent of regularly scheduled meetings, calculated from the most

recent 12-month period, will be automatically considered resigned from their respective Board or Commission.

2.4.4.1. **Automatic Resignation Process –** The Staff liaison shall keep a record of attendance for each Board and Commission. The Staff liaison shall provide the City Secretary updated attendance records for each Board and Commission following regularly scheduled meetings. The City Secretary shall notify a Member if their absence from the next regularly scheduled Board or Commission meeting will result in their automatic resignation. The City Secretary shall provide the chairperson, vice chairperson, Staff liaison of the Member's Board or Commission, and City Manager a copy of the notice. If a Member's absence results in their automatic resignation, the City Secretary shall notify the Member, the chairperson and vice chairperson of the Member's Board or Commission, the Board or Commission's Staff liaison, and the City Manager of their automatic resignation. Upon notice of a Member's automatic resignation, the City Manager shall notify the City Council and provide for the City Council's acceptance of the Member's resignation and consideration of a replacement appointment at the next available City Council meeting.

2.4.5. **Meeting Management –** Board and Commission meetings shall abide by all applicable state and local rules, regulations, and/or statutes.

2.4.6. **Meeting Decorum** – Members shall exhibit respect for their fellow Members, Staff, and members of the public who may attend meetings of the Board or Commission.

2.4.7. **Representatives of City –** Members serve as representatives of the City of Celina. Accordingly, Members are expected to publicly support the City's Strategic Plan and long-range planning policies and documents as established by the City Council.

2.4.8. **Removal –** Members serve at the will of the City Council. The City Council may remove any Member, for any reason or no reason, at its discretion.

DRAFT

Boards & Commissions Policy

City Council Meeting
October 8, 2024

BACKGROUND

- The current Boards and Commissions Membership Appointment Policy was adopted in March 2020.
- Council reviewed the Boards and Commissions Membership Appointment Policy as a work session item at the September 10, 2024, Council meeting.
- Staff has included Council's feedback and direction from the September 10 Council meeting into the updated proposed policy.

UPDATES FROM SEPTEMBER 10 MEETING

- Board and Commission members and applicants must be registered voters and voted in the most recent municipal election. Applicants must also be residents of Celina for at least one (1) year.

- Former City of Celina employees must wait one (1) year from the date of the end of their employment with the City and be classified as re-hirable to be eligible to apply for Board and Commission vacancies.

- City Council will appoint an application review committee comprised of councilmembers to perform an initial review of applications and determine which applicants will be interviewed for appointment or re-appointment to vacant positions on Boards and Commissions.

    - In odd number years, councilmembers serving in Council Places 1, 3, and 5 will be appointed to the application review committee.

    - In even number years, councilmembers serving in Council Places 2, 4, and 6 will be appointed to the application review committee.

UPDATES FROM SEPTEMBER 10 MEETING (CONT.)

- Council may appoint selected applicants to vacant Board and Commission positions by resolution in any appropriately posted public meeting.
- The City Secretary will provide two (2) dates for applicant interviews at least one week apart to accommodate applicants' meeting schedules.
- Board and Commission members must attend at least 75% of regularly scheduled meetings, calculated from the most recent 12-month period. Automatic resignation applies to members who do not meet attendance requirements.
- All Boards and Commissions will move to three (3) year terms.
- Applicants may apply for up to three (3) Board and Commission vacancies.

QUESTIONS?

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Lauren Vaughns, City Secretary
CC:	Robert Ranc, City Manager
Intiated by:	Ty Behringer
Date:	October 8, 2024
Re:	Charter Review Commission

Action Requested:
Consider and act upon a Resolution establishing, selecting, and appointing a 2024 Home Rule Charter Review Commission. (Vaughns)

Background Information:
On June 25th, the Council discussed the appointment process for the Charter Review Commission. It was agreed that each Councilmember would appoint two individuals, with an additional three members selected through a lottery, resulting in a 17-member commission. Following Council's direction, all appointees must have participated in the last two local elections. At the September 10th Council Meeting, staff presented a tentative schedule of meetings to confirm the availability of potential appointees. Council has since submitted their recommended appointments and the lottery drawing has taken place, the attached resolution formally establishes the commission and appoints the members to the Charter Review Commission.

Legal Review:
The City Attorney has reviewed the attached Resolution.

Supporting Documents:
1. Resolution

Financial Consideration:
There are no financial obligations being considered at this time.

Staff Recommendation:
Staff recommends approval.

RESOLUTION NO. 2024-__R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ESTABLISHING, SELECTING, AND APPOINTING A 2024 HOME RULE CHARTER REVIEW COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas ("City") is a home rule municipality pursuant to Article 11, Section 5 of the Texas Constitution, the Texas Local Government Code, and its Home Rule Charter ("Charter") and possesses the full power of local self-government; and

WHEREAS, the City Council finds it to be in the best interests of the City to establish a Charter review commission and select and appoint fourteen (14) people to serve on the commission to meet regularly and review the Charter and make recommendations to the City Council for any updates and amendments to be put before the registered voters of the City on a uniform election date ("Home Rule Charter Commission").

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

Section 1. Findings Incorporated. That the above findings are hereby true and correct and are incorporated herein in their entirety.

Section 2. Charter Commission Established. The 2024 Home Rule Charter Review Commission is hereby established and created, and the persons identified in **Exhibit A** attached hereto are hereby selected and appointed by the City Council to the Home Rule Charter Commission. The below persons were selected by each Council Member and the Mayor selecting two people. The Home Rule Charter Commission may be terminated or discontinued by the City Council at any time and for any reason, or for no reason, at which time the membership of each then-current member shall terminate.

Section 3. Charter Commission Meetings. The City Council hereby authorizes and directs the 2024 Home Rule Charter Review Commission to meet in the evenings on the following dates, or as determined by the City Manager as long as all meetings occur before December 4, 2024:

October 16, 2024

October 30, 2024

November 13, 2024

December 4, 2024

The 2024 Home Rule Charter Review Commission shall review the entire Home Rule Charter. The recommendations of the 2024 Home Rule Charter Review Commission shall be presented to the City Council for review and consideration no later than January 14, 2025, so that ballot propositions can be drafted and other tasks necessary to comply with the Texas Elections Code and Local Government Code can be timely completed for an election in May 2025, if such election is so ordered by the City Council.

Section 4. Charter Commission Term. The 2024 Home Rule Charter Commission shall be complete, terminated, and discontinued, upon the submission of its recommended Charter amendments, if any, to the City Council, unless the City Council provides otherwise. Commission members shall receive no compensation for their service on the Commission.

Section 5. Effective Date. That this Resolution shall become effective immediately upon approval by the City Council.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 8th day of October 2024.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

EXHIBIT A

Home Rule Charter Review Commission Members:

Ghentry Pace	Barbara Ireland
Lisa Whiteside	Corbett Howard
Jason Laumer	Dorothy Allen
Natalie Whitlow	Brandi Guerrero
David Hogue	Kelli Muck
Denise Teague	Jeff Colbert
Tom Parsons	Justin Mersiovsky
Ray Tingle	Andreas Terrazas
Cheri Stanwix	

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Brad Kearney
Date:	October 8, 2024
Re:	FY 2024 Budget Amendment

Action Requested:
Consider and act on an Ordinance amending Ordinance No. 2023-108 which adopted and approved the budget for fiscal year beginning October 1, 2023, and ending September 30, 2024, and make appropriations for each department, project, and account, by adopting an amended 2023-2024 budget for the City of Celina reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

Background Information:
This item amends the FY 2023-2024 Budget across a variety of funds and departments. The amendment includes:

- $26,000 for audio equipment in the City Council Chambers in the PEG Fund.
- $15,000 for the Library Bookmobile outfitting in the Grant Fund.
- $32,000 for Sewer Easements in the Future Infrastructure Fund.
- $468,000 for Water Lines in the Enterprise Grant Fund, which is offset by developer fee revenue.
- $200,000 for Legal Contract Services in General Fund.
- $1,000 for Bond Issuance Costs in the Water/Wastewater Fund.
- $25,000 for Trash and Recycling Services in the Soild Waste Fund.
- $200,000 for a transfer from General Fund to VERF to accelerate the replacement of an ambulance.

Legal Review:

N/A

Supporting Documents:

1. Ordinance Amending the Budget October 8, 2024
2. FY 2024 October Budget Amendment Presentation

Financial Consideration:

The proposed amendment uses increased revenues or fund balance to authorize additional expenditures for a variety of City funds. Across all funds, there is adequate fund balance or revenue to fund the proposed amendment.

Staff Recommendation:

Staff recommends approval.

ORDINANCE NO. 2024-____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2023-108, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2023-2024 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 2023-2024, heretofore previously adopted by Ordinance 2023-108; 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, THAT:

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, 2024, heretofore previously adopted by Ordinance 2023-108 duly enacted by the City Council of the City of Celina on the 12th day of September, 2023, 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.

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.

PASSED and APPROVED by the City Council of the City of Celina, Texas, on the 8th day of October 2024.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

EXHIBIT A
FY 2023-2024 Budget Amendment

Meeting Date: October 8, 2024

Account #	Account Name	Description	Adjustment
114-31-3050	Fund Balance	PEG Fund	(26,000)
114-123-000-6880	Capital - Miscellaneous	PEG Fund	26,000
115-31-3050	Fund Balance	Grants Fund Library Bookmobile	(15,000)
115-105-000-6321	Materials & Supplies	Grants Fund Library Bookmobile	15,000
205-31-3050	Fund Balance	Future Infrastructure Fund	(32,000)
205-117-000-8506	ROW/Easements	Future Infrastructure Fund	32,000
215-400-000-4501	Grant Revenue	Grant Enterprise Fund	(468,000)
215-117-000-8502	Construction	Grant Enterprise Fund	468,000
102-31-3050	Fund Balance	Legal Services Contract	(200,000)
102-108-000-6230	Legal	Legal Services Contract	200,000
202-31-3050	Fund Balance	Bond Issuance Costs	(1,000)
202-121-000-6643	Bond Issuance Costs	Bond Issuance Costs	1,000
203-400-000-4815	Trash & Recycling Sales	Trash and Recycling Services	(25,000)
203-120-000-7030	Trash & Recycling Services	Trash and Recycling Services	25,000

FY 2024 BUDGET AMENDMENT

City Council Meeting
October 8, 2024

DETAILS

- Audio equipment for the City Council Chambers.
- Outfitting expenses for the Library Bookmobile.
- Sewer Easement expenses in the Future Infrastructure Fund.

Fund	Type	Description	Adjustment
PEG Fund	Fund Balance	Audio Equipment	(26,000)
PEG Fund	Capital - Miscellaneous	Audio Equipment	26,000
Grant Fund	Fund Balance	Library Bookmobile Outfitting	(15,000)
Grant Fund	Materials & Supplies	Library Bookmobile Outfitting	15,000
Utility Future Infrastructure	Fund Balance	Sewer Easements	(32,000)
Utility Future Infrastructure	ROW/Easements	Sewer Easements	32,000

DETAILS

- Water lines offset by developer contributions.
- Legal services expenses in General Fund.
- Bond issuance costs in the Water Fund.

Fund	Type	Description	Adjustment
Grant Enterprise Fund	Grant Revenue	Water Lines Developer Contribution	(468,000)
Grant Enterprise Fund	Construction	Water Lines Expense	468,000
General Fund	Fund Balance	Legal Services Contract	(200,000)
General Fund	Legal	Legal Services Contract	200,000
Water Fund	Fund Balance	Bond Issuance Costs	(1,000)
Water Fund	Bond Issuance Costs	Bond Issuance Costs	1,000

DETAILS

- Trash and Recycling Services in the Solid Waste Fund.
- Accelerate replacement of ambulance in VERF Fund.

Fund	Type	Description	Adjustment
Solid Waste Fund	Trash & Recycling Sales	Trash and Recycling Services	(25,000)
Solid Waste Fund	Trash & Recycling Services	Trash and Recycling Services	25,000
General Fund	Fund Balance	Accelerate Ambulance Replacement	(200,000)
General Fund	Transfer to VERF	Accelerate Ambulance Replacement	200,000
Vehicle Replacement Fund	Transfers In	Accelerate Ambulance Replacement	(200,000)
Vehicle Replacement Fund	Capital - Vehicle	Accelerate Ambulance Replacement	200,000

QUESTIONS?

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Brad Kearney
Date:	October 8, 2024
Re:	FY 2025 Budget Amendment

Action Requested:
Consider and act on an Ordinance amending Ordinance No. 2024-83 which adopted and approved the budget for fiscal year beginning October 1, 2024, and ending September 30, 2025, and make appropriations for each department, project, and account, by adopting an amended 2024-2025 budget for the City of Celina reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

Background Information:
This item amends the FY 2024-2025 Budget across a variety of funds and departments. The amendment includes:

- $60,778 in revenue from a library grant associated with the bookmobile and associated expenditures for books and personnel. This includes an additional 1.0 FTE of two part-time positions to help operate the bookmobile, funded by the grant.
- $70,000 for increased costs for new and replacement vehicles due to receiving quotes that are higher than budgeted estimates.
- $90,000 for two additional replacement vehicles due to increasing maintenance costs.

Legal Review:
N/A

Supporting Documents:
1. Ordinance Amending the FY 2025 Budget

2. FY 2025 Budget Amendment Presentation

Financial Consideration:
The proposed amendment uses increased revenues or fund balance to authorize additional expenditures for a variety of City funds. Across all funds, there is adequate fund balance or revenue to fund the proposed amendment.

Staff Recommendation:
Staff recommends approval.

ORDINANCE NO. 2024-____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2024-83, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2024-2025 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 2024-2025, heretofore previously adopted by Ordinance 2024-83; 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, THAT:

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, 2025, heretofore previously adopted by Ordinance 2024-83 duly enacted by the City Council of the City of Celina on the 10th day of September, 2024, 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.

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.

PASSED and APPROVED by the City Council of the City of Celina, Texas, on the 8th day of October 2024.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

EXHIBIT A
FY 2024-2025 Budget Amendment

Meeting Date: October 8, 2024

Account #	Account Name	Description	Adjustment
102-400-000-4606	Library Donations	Bookmobile grant revenue - year 2	(60,778)
102-105-000-6881	Capital - Library Books	Purchase books for bookmobile	4,200
102-105-000-61**	Personnel Costs	Add 1.0 FTE (part-time hours equivalent to 2 part-time positions) for bookmobile	56,578
113-31-3050	Fund Balance	VERF replacement costs are greater than budgeted estimates	(120,000)
113-***-000-68**	Capital - Vehicles and Equipment	VERF replacement costs are greater than budgeted estimates	30,000
113-***-000-6840	Capital - Vehicles	VERF add two more replacement vehicles - move up due to increased maintenance costs	90,000
213-31-3050	Fund Balance	Utility VERF replacement costs are greater than budgeted estimates	(30,000)
213-***-000-6840	Capital Vehicles	Utility VERF replacement costs are greater than budgeted estimates	30,000
102-31-3050	Fund Balance	New vehicle and equipment costs are greater than budgeted estimates	(10,000)
102-111-000-6840	Capital Vehicles	New vehicle and equipment costs are greater than budgeted estimates	10,000

FY 2025 BUDGET AMENDMENT

City Council Meeting
October 8, 2024

DETAILS

- Library grant for bookmobile books and personnel (new 1.0 FTE – 2 part-time positions)
- Increasing budget for replacement vehicles as quotes came in higher than estimated
- Funding 2 additional replacement vehicles due to cost to maintain increasing

Fund	Type	Description	Adjustment
General Fund	Library Donations	Bookmobile grant revenue - year 2	(60,778)
General Fund	Capital - Library Books	Purchase books for bookmobile	4,200
General Fund	Personnel Costs	Add 1.0 FTE (part-time hours equivalent to 2 part-time positions) for bookmobile	56,578
Vehicle Replacement Fund	Fund Balance	Vehicle replacement costs are greater than budgeted estimates	(120,000)
Vehicle Replacement Fund	Capital - Vehicles and Equipme	Vehicle replacement costs are greater than budgeted estimates	30,000
Vehicle Replacement Fund	Capital - Vehicles	Add two more replacement vehicles - move up due to increased maintenance costs	90,000

DETAILS

- Increasing budget for replacement vehicles for water and wastewater due to quotes coming in higher than estimated
- Increasing budget for new vehicles for Streets due to costs coming in higher than estimated

Fund	Type	Description	Adjustment
Utility Vehicle Replacement Fund	Fund Balance	Utility VERF replacement costs are greater than budgeted estimates	(30,000)
Utility Vehicle Replacement Fund	Capital Vehicles	Utility VERF replacement costs are greater than budgeted estimates	30,000
General Fund	Fund Balance	New vehicle and equipment costs are greater than budgeted estimates	(10,000)
General Fund	Capital Vehicles	New vehicle and equipment costs are greater than budgeted estimates	10,000

QUESTIONS?

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Dusty McAfee, Director of Development Services
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Jonathan Pollard
Date:	October 8, 2024
Re:	Take 5 Oil Change – Specific Use Permit (Mohan)

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance for a Specific Use Permit (SUP) to allow for an Auto Repair, Minor use on approximately 1 acre; generally located west of Preston Road and approximately 400 feet north of Frontier Parkway, within the City Limits. (Take 5 Oil Change – Specific Use Permit) (Mohan)

Background Information:
This request is for a Specific Use Permit on approximately one (1) acre of land for an Auto Repair, Minor use. The purpose of the SUP requirement is to determine the appropriateness of a proposal for the subject property. The governing Planned Development (PD #67) requires "Auto Repair, Minor" uses to first obtain a Specific Use Permit (SUP) from the City Council to legally operate in the Commercial, Office, & Retail District (C) and Preston Road Overlay (PRO). It is important to note, Minor Auto Repair is an allowed land use in the City's base commercial zoning district (i.e. only the PD requires the SUP). This request does not seem out of character for the corner that is being requested and there was no public feedback at the Planning & Zoning Commission public hearing. Please refer to the attached documents for further information.

Legal Review:
N/A

Supporting Documents:
1. Location Map
2. Staff Presentation
3. Draft Ordinance

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Take 5 Oil Change - SUP Location Map

City of Celina

7/25/2024

N W E S

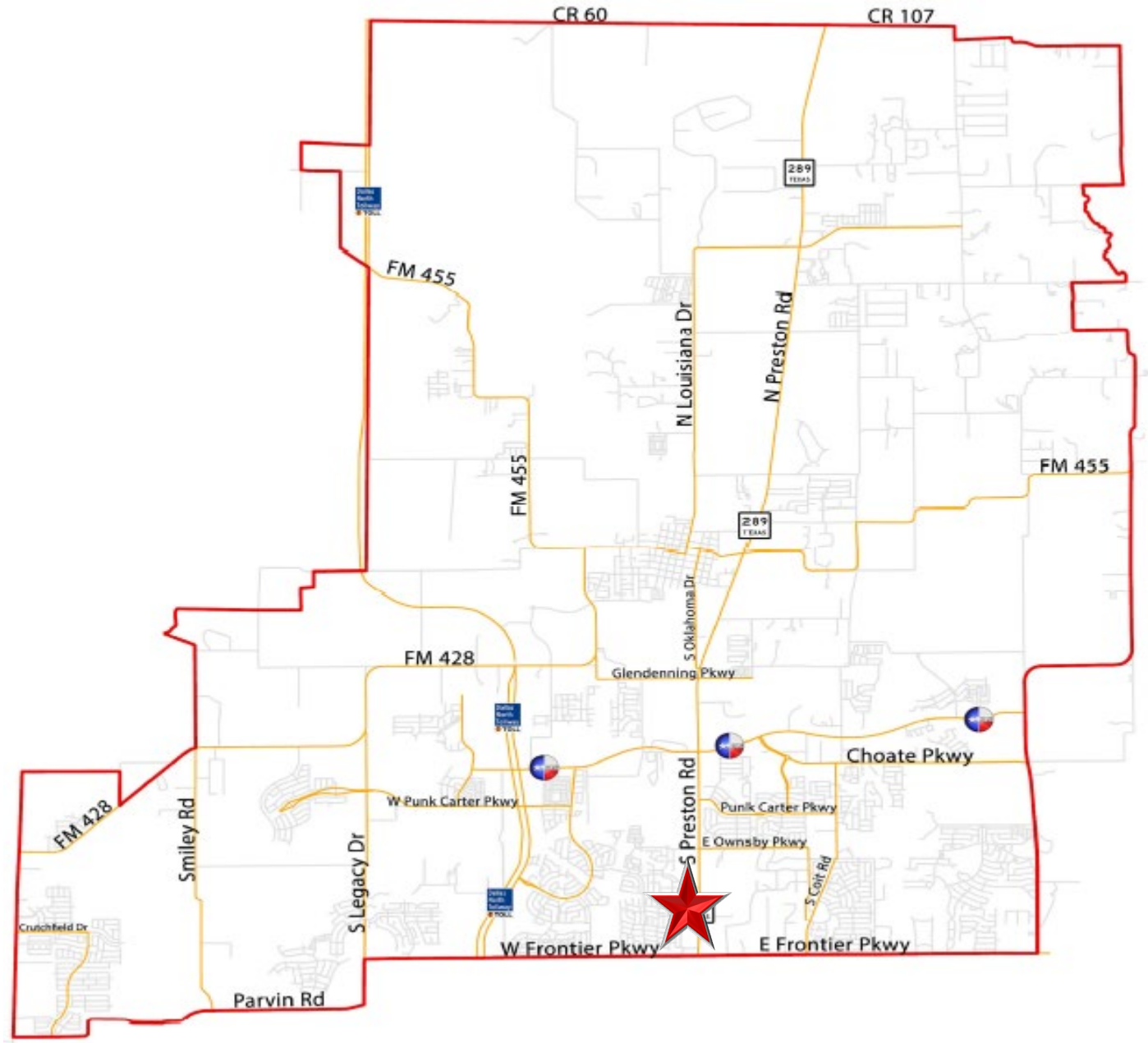
0 230 460

Feet

TAKE 5 OIL CHANGE

Specific Use Permit

City Council
October 8, 2024


CR 60
CR 107
289
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
S Oklahoma Dr
FM 428
Glendenning Pkwy
Choate Pkwy
W Punk Carter Pkwy
Punk Carter Pkwy
S Preston Rd
E Ownsby Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Colt Rd
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd

LOCATION MAP

The subject property is generally located west of Preston Road and approximately 400 feet north of Frontier Parkway

BACKGROUND

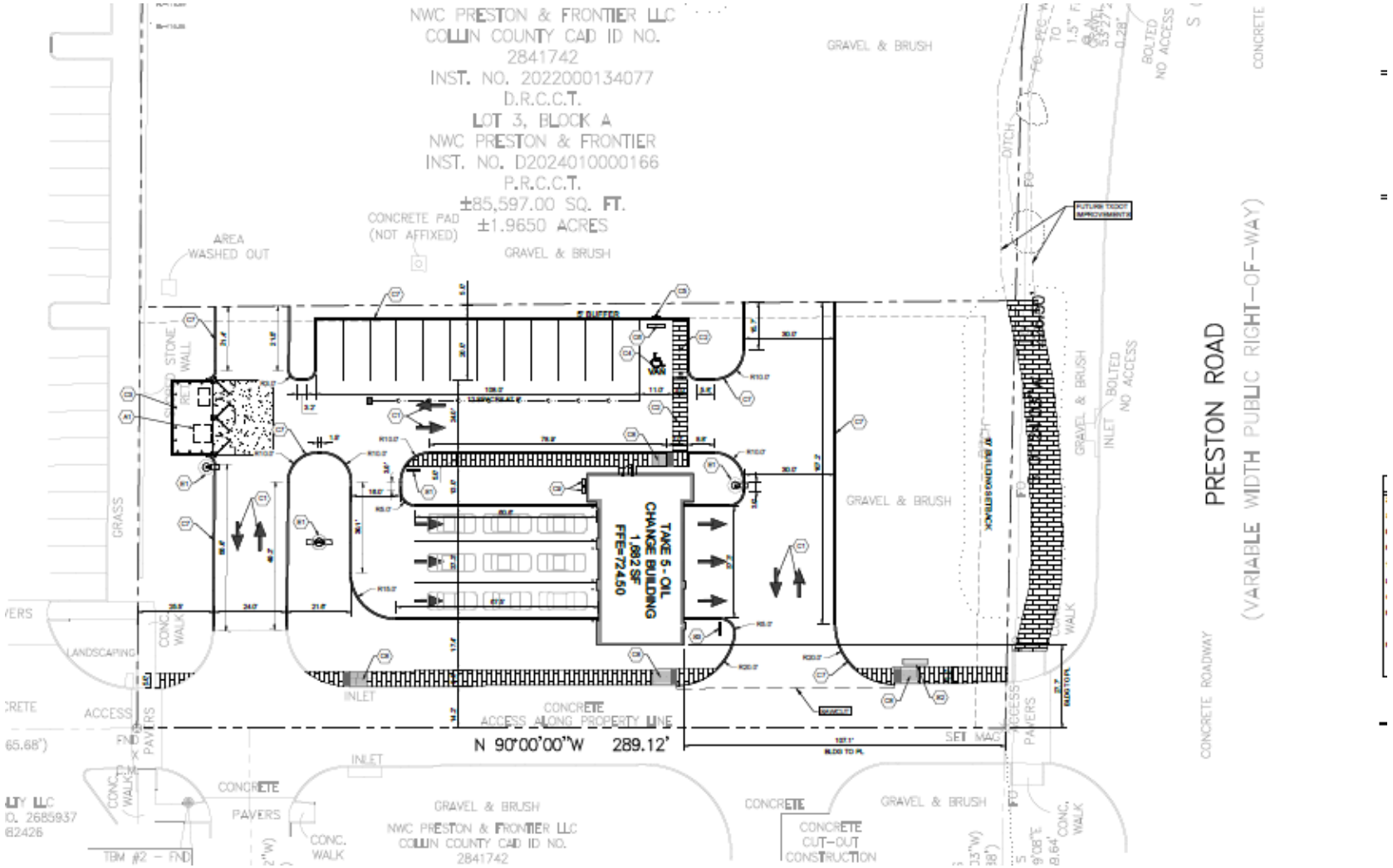
- The subject property is approximately 1 acre
- The applicant desires to operate a Minor Auto Repair facility
- The governing Planned Development (PD #67) requires "Auto Repair, Minor" uses to first obtain a Specific Use Permit (SUP) from the City Council to legally operate in the Commercial, Office, & Retail District (C) and Preston Road Overlay (PRO)

SUP OVERVIEW

- An SUP is required of land uses that the Zoning Ordinance may allow, but uses that are also reviewed and specially approved for situational suitability
- The purpose of the SUP requirement is to determine the appropriateness of a proposal for the subject property
- The City has broad discretionary approval of the requested SUP
- Important to note, Minor Auto Repair is an allowed land use in the City's base commercial zoning district (i.e. only the PD requires the SUP)

CONCEPTUAL ELEVATIONS

CONCEPTUAL SITE PLAN



POLICY CONSIDERATIONS

- This SUP would allow for the operation of a Minor Auto Repair store
- Modern design standards ensure an attractive development
- Minor Auto Repair is allowed by right in the base commercial zoning district throughout the City
- The proposed facility will generate sales tax and ad valorem revenue
- The request does not seem out of character for the corner
- The proposed facility provides needed neighborhood services
- Minor Auto Repair facilities are more retail in nature than Major Auto Repair, which typically have overnight storage of vehicles that require substantial body work

RECOMMENDATION

- The Planning & Zoning Commission recommended approval (6-1) at its regular meeting in September
  - The dissenting vote, Commissioner Boswell, cited the proposed land use as being unappealing
- There was no public feedback at the public hearing
- Staff recommends approval as presented

CITY OF CELINA, TEXAS
ORDINANCE 2024-____
TAKE 5 OIL CHANGE - SPECIFIC USE PERMIT (SUP)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 1 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND #14 SURVEY, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF PRESTON ROAD AND APPROXIMATELY 350 FEET NORTH OF FRONTIER PARKWAY, WITHIN THE CITY LIMITS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREIN TO BE DESIGNATED AS PLANNED DEVELOPMENT #67 WITH THE PRESTON ROAD OVERLAY (PRO) AND A SPECIFIC USE PERMIT PROVIDING FOR AN AUTO REPAIR, MINOR USE; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, a Specific Use Permit for "Auto Repair, Minor" use has been requested for the property generally located west of Preston Road and approximately 350 feet north of Frontier Parkway, Celina, Texas; and

WHEREAS, the establishment of a Specific Use Permit has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, the property has been depicted in detail in Exhibit "B" attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested Specific Use Permit accomplishes such objectives and is consistent with the provisions of the Celina 2040

Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion, has concluded that the Specific Use Permit should be granted.

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 for its residents.

SECTION 3
SPECIFIC USE PERMIT

A Specific Use Permit is hereby granted to authorize "Auto Repair, Minor" use for the property generally located west of Preston Road and approximately 350 feet north of Frontier Parkway, Celina, Texas. Such use shall be consistent and in compliance with the underlying base zoning district. Development of the property shall be subject to the City Regulations, as amended.

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT STANDARDS

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 generally located west of Preston Road and approximately 350 feet north of Frontier Parkway, Celina, Texas, as Planned development #67 with the Preston Road Overlay (PRO) and a Specific Use Permit for "Auto Repair, Minor" use.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property generally located west of Preston Road and approximately 350 feet north of Frontier Parkway, Celina, Texas, 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, and each and every day such violation is continued shall be deemed to constitute a separate 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.

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 8th day of October, 2024.

_____
Ryan Tubbs, 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

EXHIBIT A
Legal Description

BEING a 0.9408 acre tract of land situated in the City of Celina, Collin County, Texas, a part of the Collin County School Land Survey, Abstract No. 167, and being part of Lot 3, Block A, NWC PRESTON & FRONTIER, an addition to the City of Celina, Texas, recorded in Instrument No. 2024010000166, Plat Records, Collin County, Texas (P.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a Mag Nail set for the southeast corner of said Lot 3, also being the northeast corner of Lot 2, Block A, NWC PRESTON & FRONTIER, said nail being in the west line of S. Preston Road-S.H. 289 (a variable width right-of-way);

THENCE North 90 degrees 00 minutes 00 seconds West, departing the west line of said S. Preston Road, along the common line of said Lots 2 and 3, passing the northwest corner of said Lot 2 at a distance of 251.83 feet, also being the northwest corner of a 3.724 acre tract of land as described in a Special Warranty Deed to Centra Frontier Realty LLC, recorded in Instrument No. 2023000082426 of O.P.R.C.C.T., a total distance of 289.12 feet to an "X" cut found for the southwest corner of said Lot 3, also being the southeast corner of Lot 8, Block A, The Grove, an addition to the City of Celina, Collin County, Texas, recorded in Instrument No. 2023010000488 of P.R.C.C.T.;

THENCE North 00 degrees 23 minutes 15 seconds East, along the common line of said Lots 8 and 3, a distance of 140.08 feet to a point (TO BE SET) in the west line of said Lot 3, for the northwest corner of this;

THENCE North 89 degrees 34 minutes 51 seconds East, over and across said Lot 3, a distance of 291.65 feet to a point (TO BE SET) in said west line of S. Preston Road, for the northeast corner of this;

THENCE South 01 degrees 24 minutes 03 seconds West, along said west line of S. Preston Road, a distance of 142.25 feet, to the POINT OF BEGINNING, and containing 0.9408 acre, or 40,983 SQ. FT. of land, more or less.

EXHIBIT B
Depiction of Property

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Dusty McAfee, Director of Development Services
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Victoria Kiker
Date:	October 8, 2024
Re:	Ramble Expansion – Development Agreement (Mohan)

Action Requested:
Conduct a public hearing to consider and act upon a request for a Development Agreement on approximately 34 acres of land; generally located at the southeast corner of Preston Road and GA Moore Parkway, within the Extraterritorial Jurisdiction (ETJ). (Ramble Expansion – Development Agreement) (Mohan)

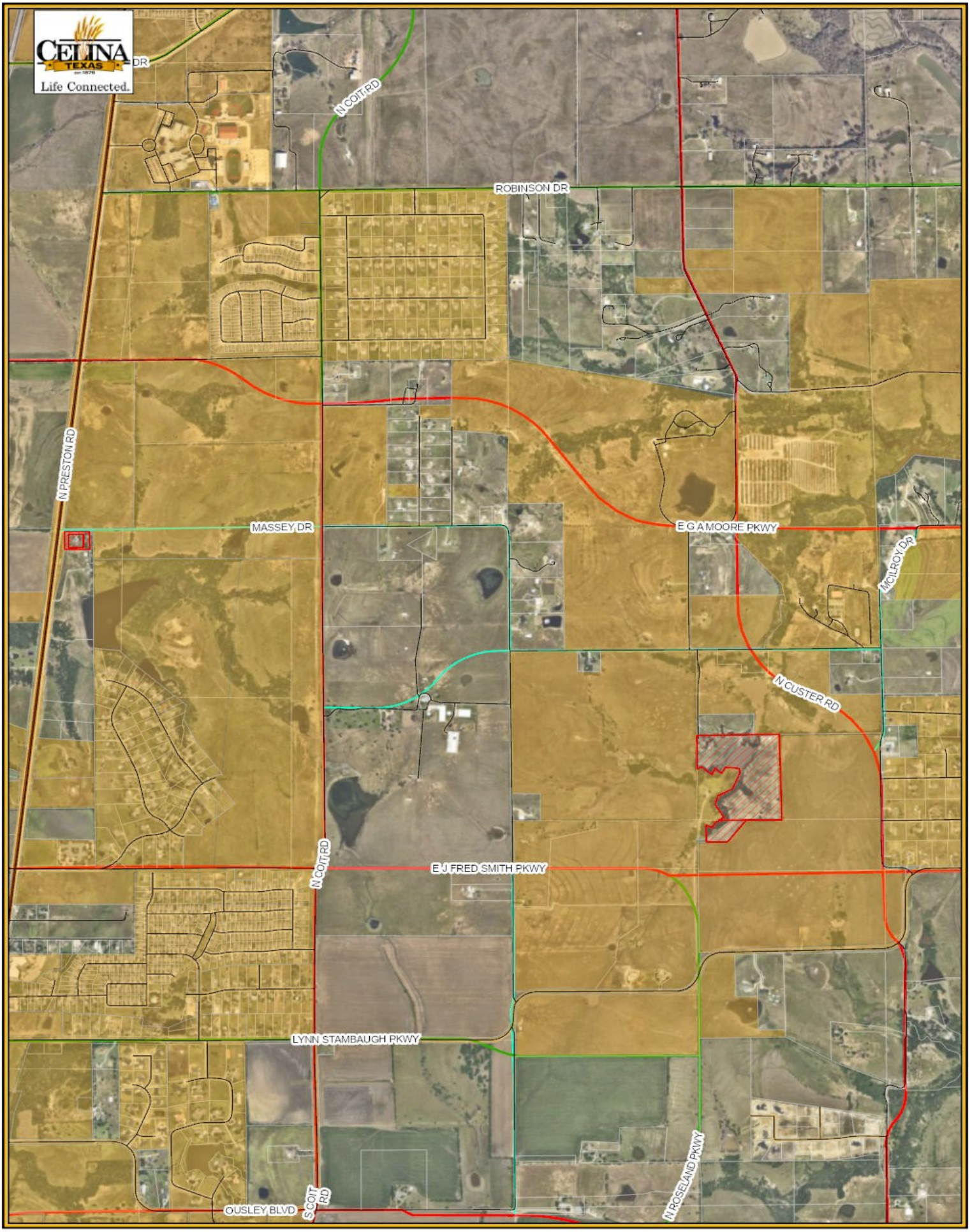
Background Information:
This request is for a Development Agreement on 34 acres of land at the southeast corner of Preston Road and GA Moore Parkway, within the Extraterritorial Jurisdiction (ETJ). The agreement covers the 32-acre Rea Tract (under contract) and 2-acre Wilson Tract (owned), both to be annexed and integrated into the Ramble master-planned community. The Rea Tract will follow residential guidelines, and the Wilson Tract will follow commercial guidelines. Existing homes on both tracts may serve as field offices until redevelopment. The agreement will annex the land into City Limits, applying City standards in place of County regulations. Please refer to the attached documents for details.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
1. Location Map
2. Staff Presentation
3. Draft Development Agreement

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.



Legend

- Parcels
- Roads
- City Limits
- Subject Property

Ramble Expansion Location Map

City of Celina

8/28/2024

N
W E
S

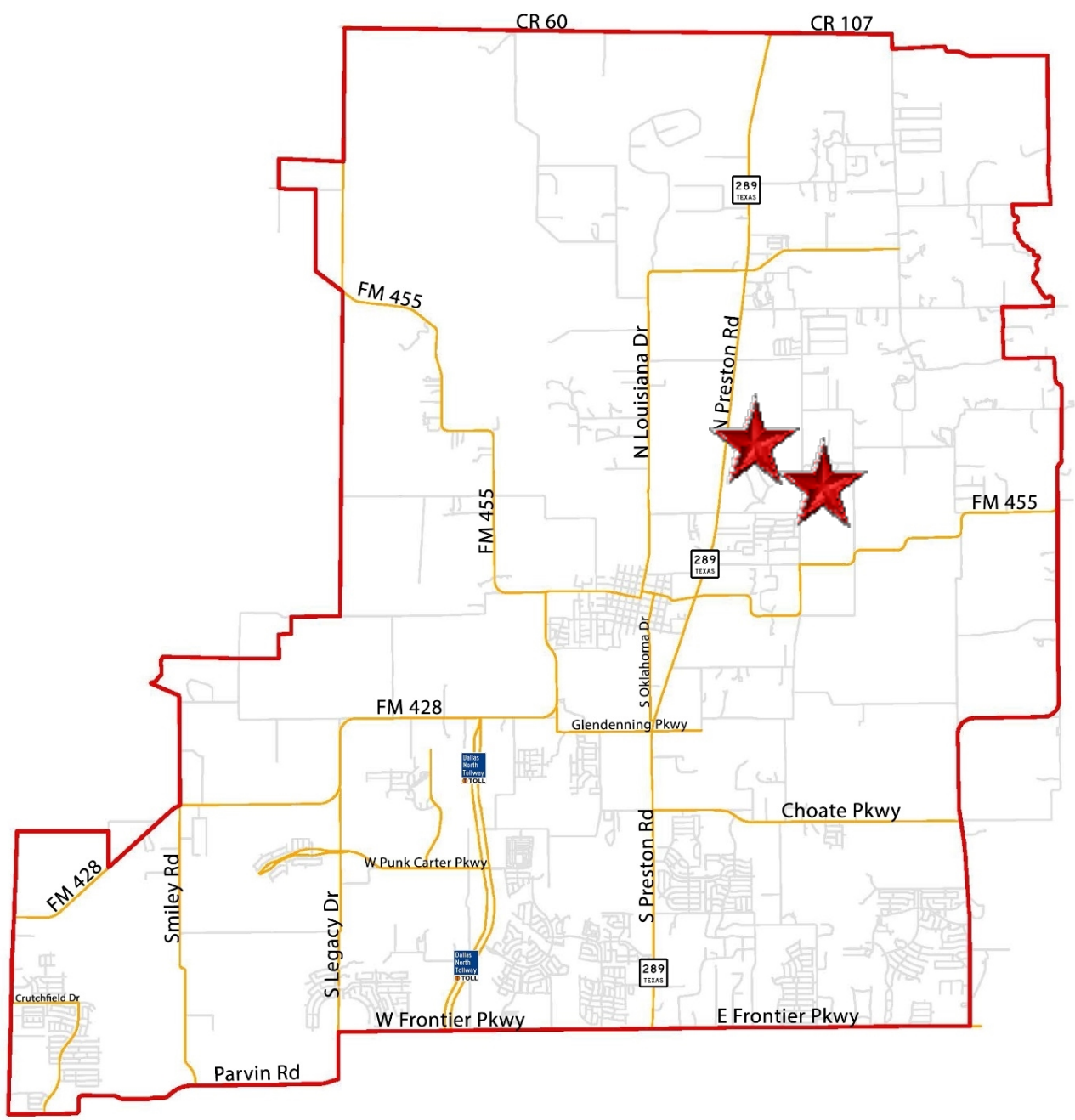
0 1,250 2,500

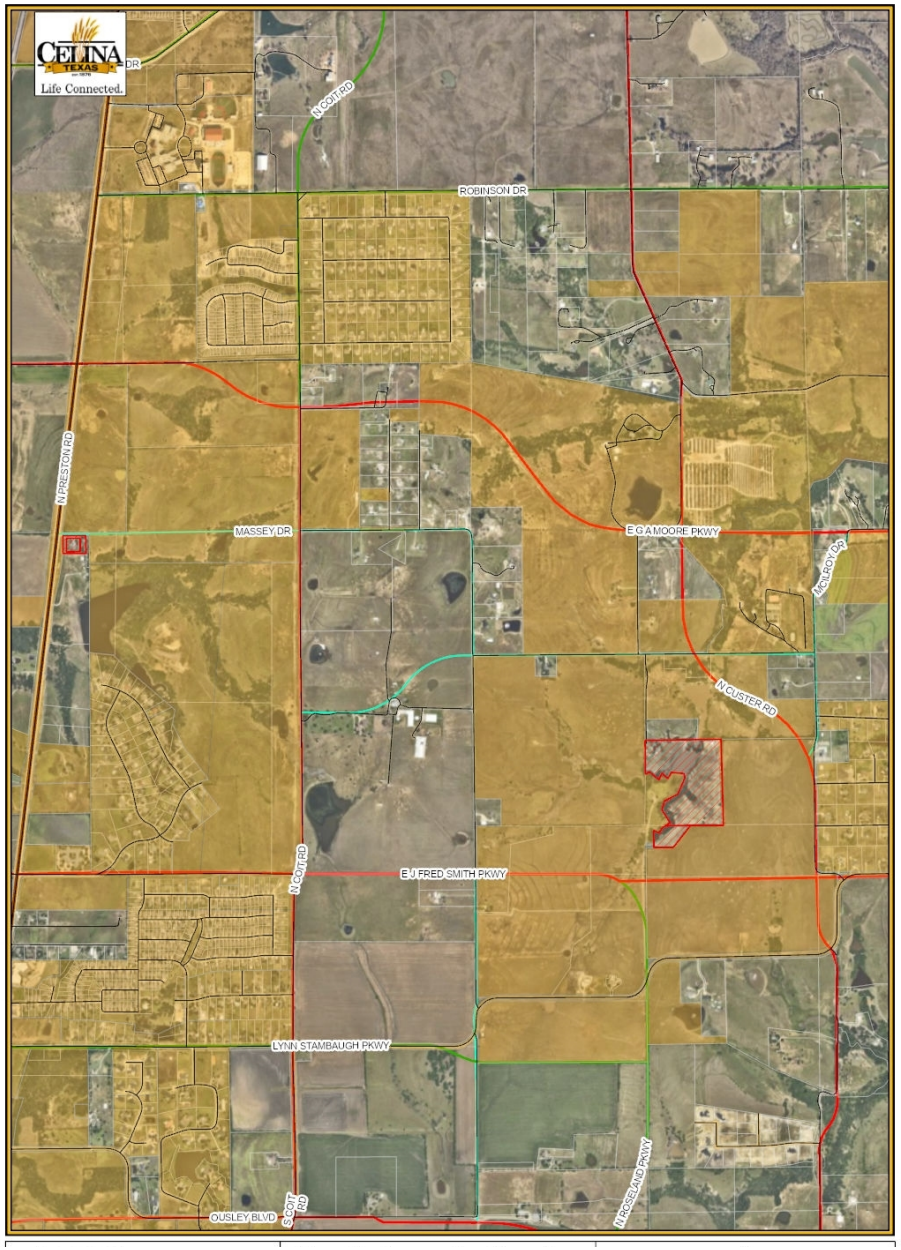
Feet

RAMBLE EXPANSION

Development Agreement

City Council
October 8, 2024


CR 60
CR 107
289
TEXAS
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
TEXAS
S Oklahoma Dr
FM 428
Glendenning Pkwy
Dallas North Tollway TOLL
Choate Pkwy
W Punk Carter Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Preston Rd
Dallas North Tollway TOLL
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



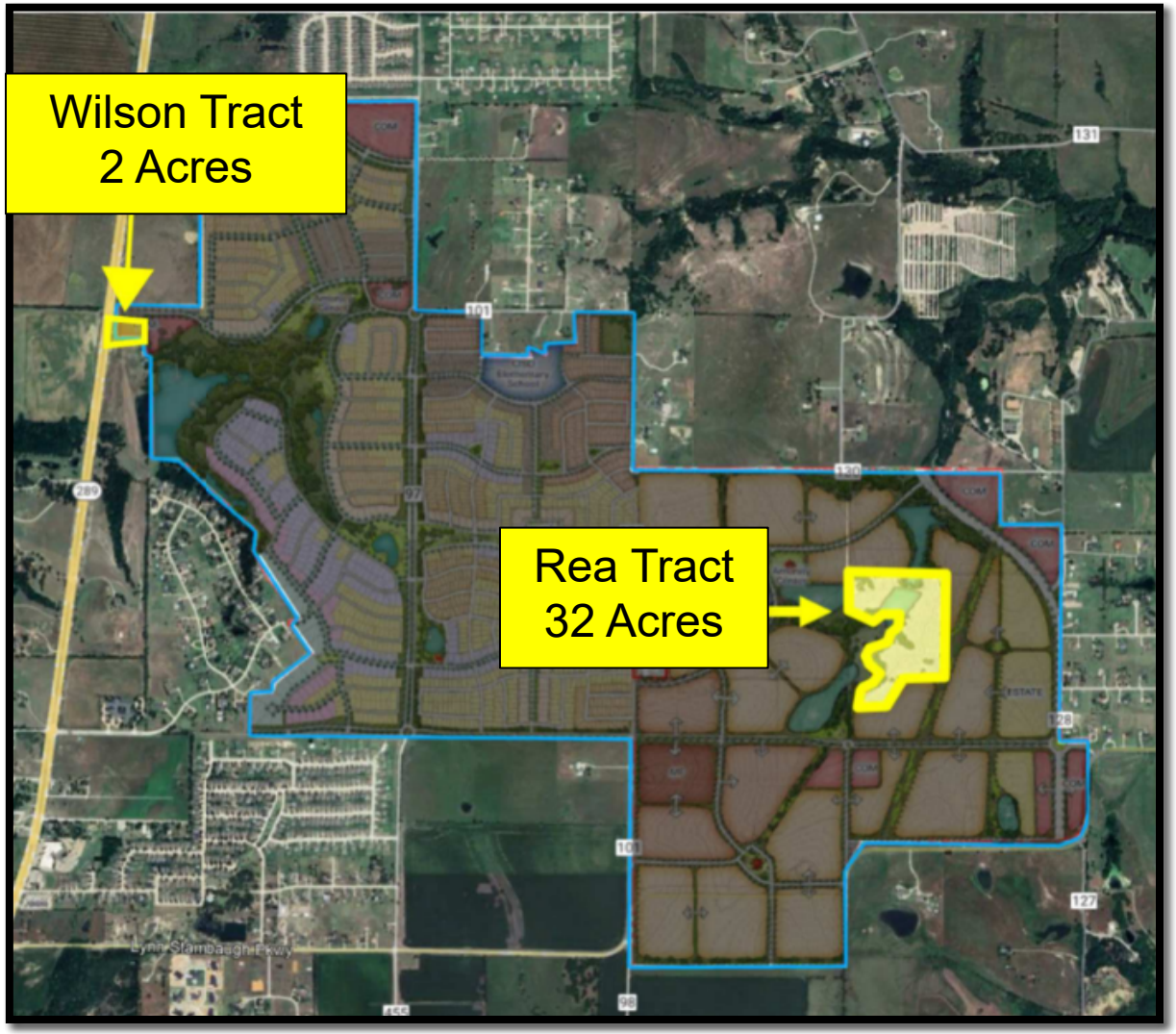
LOCATION MAP

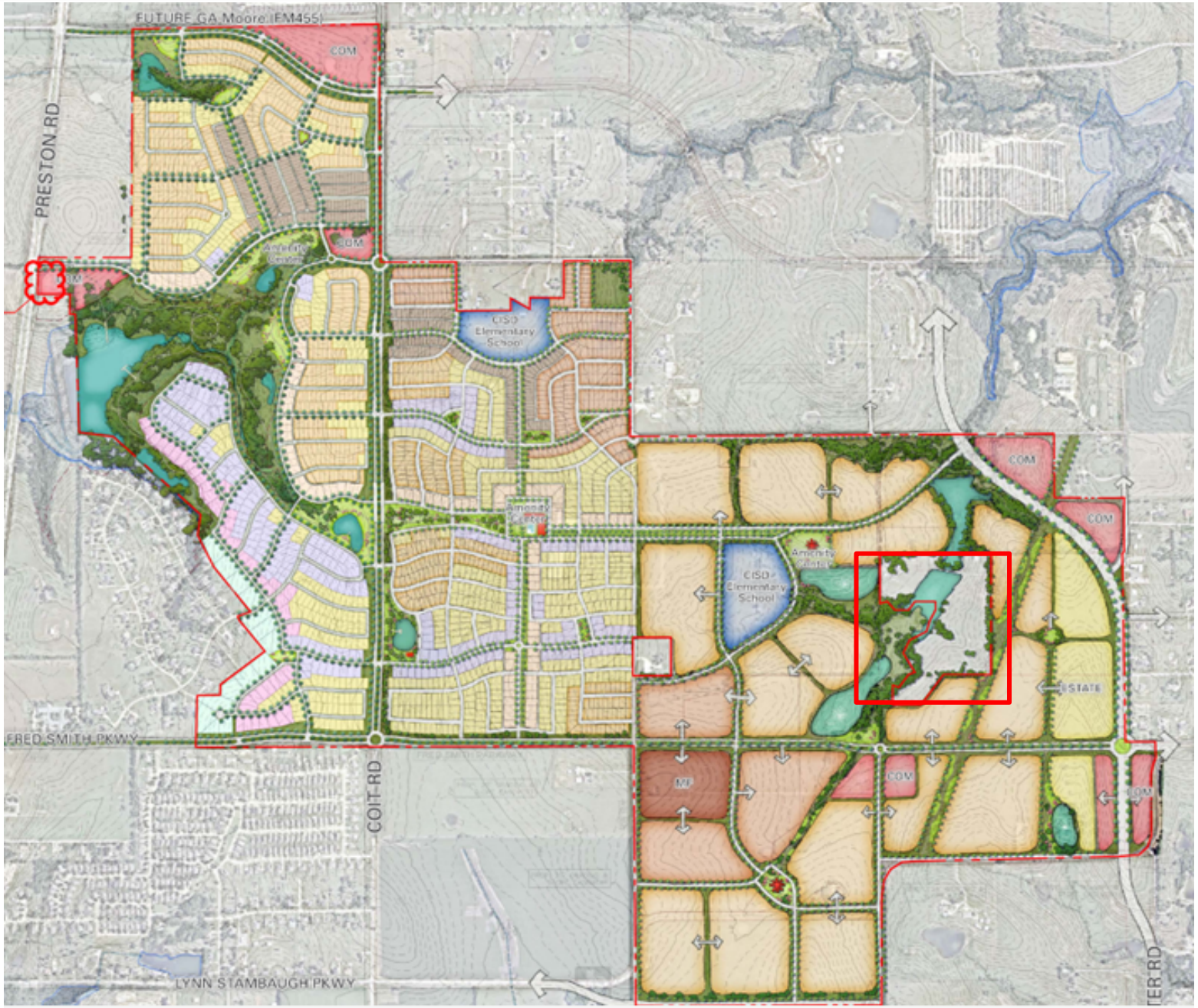
The subject properties are generally located at the southeast corner of Preston Road and GA Moore Parkway

BACKGROUND

- The subject properties are approximately 34 acres (32-acre Rea Tract and 2-acre Wilson Tract) within the Extraterritorial Jurisdiction (ETJ)
- The applicant owns the 2-acre tract, is under contract to purchase the 32-acre tract, and is proposing to integrate the properties within the overall Ramble master-planned community
- The Development Agreement outlines the future annexation and zoning for the properties

LAND PLAN




FUTURE GA Moore (FM455)
PRESTON RD
COM
CISD Elementary School
Amenity Center
MF
FRED SMITH PKWY
COIT RD
LYNN STAMBAUGH PKWY
STATE

PROPOSED DEAL POINTS

- Both tracts are located in the ETJ and would require annexation and zoning
- Rea Tract (under contract) to abide by Ramble's residential guidelines
- Wilson Tract (Ramble owned) to abide by Ramble's commercial guidelines
- Special allowance for existing homes on Wilson and Rea tracts to serve as field office for Hillwood staff until the land redevelops in the future

OVERVIEW

Tract	Acres	Current Status	Annexation Timeline	Proposed Zoning
Wilson	2	ETJ (Ramble owned)	Phase 2	Commercial (Ramble PD 37)
Rea	32	ETJ (under contract)	Phase 2	Residential (Ramble PD 36)

POLICY CONSIDERATIONS

- The DA will bring an additional 34 acres into the City Limits, allowing City standards to apply instead of County regulations
- The properties will be incorporated into the overall Ramble development, with the Preston pad following commercial guidelines and the “donut hole” following residential guidelines

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in September
- There was no public feedback at the public hearing
- Staff recommends approval as presented

DEVELOPMENT AGREEMENT
(Ramble ~ 32-acre Rea tract and 2-acre Wilson tract)

This Development Agreement (this "Agreement") is made and entered into by and between the City of Celina (the "City"), a home rule municipality located within Collin County, Texas, and Ramble Phase I, LLC and Ramble Investment, LP (each individually the "Owner" as to the portion of the hereinafter defined Property it owns) (the City and the Owner each individually, a "Party" and collectively, the "Parties") as of October ___, 2024 (the "Effective Date"). Notwithstanding the Effective Date, this Agreement is not effective as to the hereinafter defined Rea Property until Ramble Investment, LP acquires ownership of the Rea Property. If Ramble Investment, LP does not acquire the Rea Property by July 1, 2025, this Agreement shall not become effective as to the Rea Property.

RECITALS

WHEREAS, the City is a home rule municipal corporation duly organized and validly existing under the laws of the State of Texas located within Collin County, Texas ("Collin County"); and

WHEREAS, on January 26, 2024, Ramble Investment, LP acquired an approximately 1,069.01-acre tract of land located in the City's corporate limits and an approximately 324.823-acre tract of land located in the City's extraterritorial jurisdiction, which tracts of land are described by metes and bounds and depicted on **Exhibit A** (collectively, the "Original Property"); and

WHEREAS, development of the Original Property is governed by that certain Development Agreement effective May 9, 2017, and recorded at instrument number 20170523000658090 between the City and Eland Energy, Inc. and Celina Frisco Ltd. (the "Original Development Agreement"); and

WHEREAS, the Original Development Agreement was partially assigned to Ramble Investment, LP on January 26, 2024, and recorded at instrument number 2024000009323, as it relates to approximately 1,378.368 acres of land in multiple tracts described therein (the "Assignment"); and

WHEREAS, Ramble Investment, LP or an affiliate is under contract to purchase an approximately 32-acre tract of land described by metes and bounds and depicted on **Exhibit B** (the "Rea Property"); and

WHEREAS, Ramble Phase I, LLC owns the approximately 2-acre tract of land described by metes and bounds and depicted on **Exhibit C** (the "Wilson Property"); and

WHEREAS, the Rea Property and Wilson Property are collectively referred to herein as the "Property"; and

WHEREAS, the Property is located in the City's extraterritorial jurisdiction ("ETJ") adjacent to the City's corporate limits; and

WHEREAS, the Property is adjacent to portions of the Original Property zoned by the City as Planned Development District No. 36 adopted by Ordinance No. 2008-42 ("PD-36") and Planned Development District No. 37 adopted by Ordinance No. 2008-43 ("PD-37"); and

WHEREAS, the single family lot size restriction contained in Section 2.3.5 of PD-36 will no longer apply to the Original Property or the Rea Property if Ramble Investment, LP acquires the Rea Property prior to the development of the Original Property; and

WHEREAS, the landscape standards contained in Section 3.4.1.8b of the PD-36 will no longer apply to the Original Property or the Rea Property once Ramble Investment, LP acquires the Rea Property; and

WHEREAS, the Owner desires to develop the Property in accordance with the concept plan attached as **Exhibit D** (the "Concept Plan"); and

WHEREAS, the Original Development Agreement contemplated the development of the Property as part of the plan for development for the project that includes the Original Property; and

WHEREAS, the plan for development for the Original Property and the Property was memorialized in the Original Development Agreement and the September 13, 2023 letter from the City to Hillwood Communities interpreting PD 36 and PD 37 (the "September 13, 2023 Letter"), including the Tract Restrictions exhibits incorporated into the Interpretation Letter; and

WHEREAS, the Parties acknowledge that the September 13, 2023 Letter is binding on the Original Property and the Property, and the Tract Restrictions exhibits in the letter are incorporated into the Concept Plan for the Property attached as **Exhibit D**; and

WHEREAS, portions of the Original Property are included in the 452.935-acre City-approved General Development Plan for Ramble (Project No. 23-7617); and

WHEREAS, the water, sewer, roads, drainage, and other public infrastructure necessary to serve the full development of the Property (the "Public Infrastructure") are not currently available; and

WHEREAS, on January 10, 2017, the City Council adopted Resolution No. 2017-04R (the "Resolution") consenting to the creation of the Celina Municipal Management District No. 2, a 1,397-acre district encompassing all of the Property, by a special act of the Texas Legislature (the "District") as described in the draft legislation attached to the Resolution and filed as HB 4268; and

WHEREAS, HB 4268 was amended by the Texas Legislature by a committee substitute discussed during the committee's April 27, 2017, public hearing on HB 4268; and

WHEREAS, the City approved the amended HB 4268 as presented at the legislative public hearing on April 27, 2017; and

WHEREAS, the City has also consented in the Original Development Agreement to the creation of the District and the District's annexation of no more than 100 acres into the District; and

WHEREAS, the District approved an Order canvassing confirmation election, bond election and maintenance tax election on May 9, 2024; and

WHEREAS, the Parties intend that the Owner will cause the District to annex the Property; and

WHEREAS, the Parties intend that the Owner will cause the design, construction, and installation of the Public Infrastructure to occur at Owner's cost, and that the Owner will recover all or a portion of such costs from the proceeds of bonds issued by the District with the City having no responsibility or liability whatsoever for any District bonds; and

WHEREAS, the City is in the process of obtaining the water certificate of convenience and necessity ("CCN") for the Property, and will be the retail provider of water to the Property; and

WHEREAS, the City holds a sewer CCN for the Property; and

WHEREAS, the Parties have determined that they have the authority to enter into this Agreement, including, but not limited to, the authority granted by Section 212.172, Texas Local Government Code, as amended, and the City's authority as a home rule municipality; and

WHEREAS, the City is agreeable to the Property being developed pursuant to this Agreement, which will remain in place for a 30-year term and, with respect to the Property, be binding on subsequent purchasers of all or a portion of the Property as provided herein and by Section 212.172, Texas Local Government Code; and

WHEREAS, it is the intent of this Agreement to establish certain legally binding restrictions and commitments to be imposed upon the Property; and the Parties are proceeding in reliance on the enforceability of this Agreement.

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

ARTICLE I
REPRESENTATIONS AND DEFINITIONS

1.1 Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties negotiated and entered into this Agreement.

1.2 Authority. The City represents and warrants that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and 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 authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individuals executing this Agreement on behalf of the Owner have been authorized to do so.

ARTICLE II
PURPOSES, CONSIDERATION, AND TERM

2.1 Purposes. The Parties desire to enter into this Agreement to do the following: confirm consents related to the District; provide for the annexation of the Property and the terms of annexation; provide for infrastructure for the Property, including the Public Infrastructure; specify the uses and development of the Property before and after annexation; and include other lawful terms and consideration pertaining to the Property.

2.2 Consideration. The covenants of, benefits to, and performances by, the Parties set forth in this Agreement, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

2.3 Term. This Agreement shall have a 30-year term starting on the Effective Date (the "Term").

ARTICLE III
REGULATION OF DEVELOPMENT

3.1 Development Regulations. Development of the Property shall be governed by the development regulations attached as **Exhibit E** (the "Development Regulations"). Upon annexation of the Property, the City agrees to consider either adopting a planned development zoning district ordinance for the Property or amending PD-36 to include the Rea Property and PD-37 to include the Wilson Property subject to regulations consistent with this Section 3.1, the Concept Plan and the Development Regulations, although nothing herein shall be construed as a contractual requirement for the City to adopt any particular zoning regulations for the Property. Notwithstanding any zoning of the Property to the contrary following annexation, the Property may be developed and used consistent with this Section 3.1, the Concept Plan, and the Development Regulations during the term of this Agreement. The Property is subject to the City's subdivision ordinance and other City ordinances that apply in the ETJ, as modified by this Agreement, that were in effect on the effective date of the Original Development Agreement. Upon annexation, the Property shall be subject to all City ordinances, as they presently exist or may be amended, as modified by this Agreement. Nothing herein shall be construed as a waiver of the Owner's right to challenge the application of an ordinance to the Property on the basis of vested rights or any other cause of action arising under the law.

3.2 Conflicts. In the event of any conflict between this Agreement and any City ordinances, resolutions, rules, or regulations, this Agreement, including the Development Regulations, shall control.

ARTICLE IV
ANNEXATION

This Agreement constitutes the consent of the Owner to the City's full purpose annexation of the Property following the City's approval of a general development plan for the Property and the City's approval of the first final plat for the Property. If at any time after the

Effective Date it is determined that any portion of the Property that is owned by the Owner, or the Owner's successors and assigns, is not within the City's ETJ, then the Owner, or the Owner's successors and assigns, shall petition the City to include such portion of the Property within the City's ETJ and then voluntarily petition for annexation of that portion of the Property into the City's corporate limits.

ARTICLE V
FEES

The Owner shall be subject to those lawfully adopted fees and charges due and payable to the City in connection with the development of the Property, including, but not limited to, outdoor warning device fees, storm water fees, permit fees, inspection fees, park fees, impact fees and capital recovery fees.

ARTICLE V
RETAIL WATER AND SEWER SERVICE

5.1 Water Service. The City shall obtain the water CCN over the Property, and serve as the retail provider of water service to the Property. The Owner shall make payment to the City in the amount necessary for the City to acquire the water CCN for the Property. To the extent the Owner funds such costs, the Owner may seek reimbursement from the District. The City represents and confirms that it will provide water service at times and in amounts sufficient to meet the service demands of the development of the Property, subject to the Owner's and/or the District's obligations to (a) compensate the City for the full cost to the City for the acquisition of the water CCN; and (b) pay for and construct the Public Infrastructure. Based upon the foregoing, the Owner acknowledges and agrees to the City's designation as the sole and exclusive retail water service provider to the Property, provided, however, structures existing on the Effective Date may continue to be served by the existing water service line and fire hydrant located on Preston Road.

5.2 Sewer Service. The City represents and confirms that it will provide sewer service at times and in amounts sufficient to meet the service demands of the development of the Property, subject to the Owner's and/or the District's obligations to pay for and construct the Public Infrastructure. Based upon the foregoing, the Owner acknowledges and agrees to the City's designation as the sole and exclusive retail sewer service provider to the Property, provided, however, structures existing on the Effective Date may continue to be served by septic systems.

ARTICLE VI
PUBLIC INFRASTRUCTURE

The Owner or the District will fund the cost of all Public Infrastructure improvements necessitated by the development of the Property, and shall have a right to all of the capacity in all utility improvements funded by the Owner or the District. Such improvements will be constructed in phases as the Property is developed. If the City requires oversizing of any improvements to serve land outside of the boundaries of the Property, the City shall be solely

responsible for the cost of all oversizing. The Owner shall dedicate, at no cost to the City, easements/right-of-way for utilities and right-of-way for roadway improvements within the boundaries of the Property at the time of final platting, which dedications shall be shown on the general development plan for the Property. Dedication of easements and right-of-way along the perimeter of the Property shall be limited to the Owner's proportionate share of the right-of-way as determined using the procedures under Texas Local Government Code 212.904. A single point of access is permitted to satisfy all access requirements for structures existing on the Property as of the Effective Date.

ARTICLE VII
CONSENT TO DISTRICT ANNEXATION

The City unconditionally and irrevocably consented to the creation of the District to the extent consistent with the Resolution, and the District's exercise of the power of eminent domain consistent with the legislation creating the District. The City also consented to the District's annexation of a maximum of 100 acres, in the aggregate, within the City's ETJ or corporate limits provided the area annexed is contiguous to the boundaries of the District. The Parties acknowledge that upon the District's annexation of the Property, the existing City consent to the District's future annexation of additional land will be limited to a maximum of 66 acres in the aggregate, within the City's ETJ or corporate limits, provided the area annexed is contiguous to the boundaries of the District. To the extent the legislation creating the District requires the City's written consent, such written consent shall not be unreasonably withheld. The City agrees to adopt such further ordinances and execute such further documents as may reasonably be requested by the Owner, the Texas Commission on Environmental Quality (the "TCEQ"), the Texas Attorney General, or the District to evidence the City's consents as set forth in the Original Development Agreement to the extent consistent with the Resolution. The consent acknowledged in this Article VII and contained in the Original Development Agreement are given by the City in full satisfaction of any requirements for district consents contained in any statute or otherwise required by law, rule, regulation or policy including, but not limited to, consents required by the Texas Water Code, as amended, the Texas Local Government Code, as amended, any rules, regulations, or policies of the TCEQ, or any rules, regulations, or policies of the Texas Attorney General.

ARTICLE VIII
ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment. Provided that the Owner is not in breach or default of this Agreement at the time of assignment, the Owner has the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement to any person or entity (an "Assignee") without City consent, but with notice to the City, if the Assignee is an entity that is controlled by or under common control by the Owner or the Assignee is or will become an owner of any portion of the Property. An Assignee is considered the "Owner" and a "Party" under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Assignee. Each assignment shall be in writing executed by the Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned, and shall contain a representation by the Assignee acknowledged by a notary public that the Assignee has the financial ability to timely perform the assigned

obligations. A copy of each fully executed assignment to an Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Owner shall not be released until the City receives such copy of the assignment. No assignment by the Owner shall release the Owner from any liability that resulted from an act or omission by the Owner that occurred prior to the effective date of the assignment. The City shall not assign this Agreement.

8.2 Encumbrance by the Owner and Assignees. The Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in accordance with the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial unless otherwise agreed to in writing by lender and the City. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

ARTICLE IX
RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement, and all amendments hereto, shall be recorded in the deed records of Collin County. In addition, all assignments of this Agreement shall be recorded in the deed records of Collin County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, with the exception of Article III and the Development Regulations, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end buyer of a fully developed and improved lot.

9.2 Releases. From time to time upon the written request of the Owner, the City shall execute, in recordable form, a release of this Agreement if the Owner's obligations under this Agreement have been satisfied, subject to the continued application of the Development

Regulations. The Owner shall pay the City $1,000 at the time of the Owner's request for a release for each release in excess of one per calendar year.

9.3 Estoppel Certificates. From time to time upon written request of the Owner, 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 will execute, to its reasonable knowledge and belief, a written estoppel certificate in a form and substance satisfactory to the City identifying any obligations of the Owner under this Agreement that are in default. The Owner shall pay the City $1,000 at the time of the Owner's requests for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE X
ADDITIONAL PROVISIONS

10.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) constitute a legislative finding by the City Council. 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 and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.2 Notices. Any notices, certifications, approvals, or other communications required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the notice is delivered in person to the person to whose attention the notice is addressed with a confirming copy sent by e-mail; (ii) 10 business days after the notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid with a confirming copy sent by e-mail; or (iii) when the notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address with a confirming copy sent by e-mail. For the purpose of giving any notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending notice of such change to the other Party as provided in this section.

To the City:
Attn: Robert Ranc, City Manager
City of Celina
142 N. Ohio Street
Celina, Texas 75009
E-mail: rranc@celina-tx.gov

With a copy to:
Attn: Julie Fort
Messer Fort, PLLC
6371 Preston Rd, Ste 200
Frisco, TX 75034
E-mail: Julie@txmunicipallaw.com

To Owner:	Attn: Elaine Ford Ramble Phase I, LLC Ramble Investment, LP 3000 Turtle Creek Blvd. Dallas, Texas 75219 E-mail: Elaine.Ford@hillwood.com
With a copy to:	Attn: Michele Ringnald Hillwood Enterprises, L.P. 3000 Turtle Creek Blvd. Dallas, Texas 75219 Email: michele.ringnald@hillwood.com
And a copy to:	Attn: Misty Ventura Shupe Ventura, PLLC 9406 Biscayne Blvd. Dallas, Texas 75218 E-mail:misty.ventura@svlandlaw.com

10.3 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than five (5) business days after written Notice of the alleged failure has been given in the case of a default of an obligation to make a payment required under this Agreement and 30 days after written Notice of the alleged failure in all other cases). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the Notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If a Party who has received Notice under this section cannot cure an alleged failure to perform within 30 days after receipt of written Notice, such Party shall give written Notice to the other Party within such 30 day period (a) stating that the Party cannot cure the alleged failure within 30 days after receipt of written Notice, and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within 30 days after the initial written Notice of the alleged failure has been given.

10.4 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

(a) entitle the aggrieved Party to terminate this Agreement; or

(b) entitle the aggrieved Party to suspend performance under this Agreement unless (i) the portion of the Property for which performance is suspended is the subject of the default, or (ii) the portion of the Property for which performance is suspended is owned or controlled by the

owner or developer in default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that any other developer is in default with respect to any other tract but may suspend performance with regard to development of "Tract X" and all tracts owned by "Developer A" if "Developer A" is in default on "Tract Y"); or

(c) entitle the aggrieved Party to seek or recover monetary damages of any kind; or

(d) limit the term.

10.5 Limited Waivers of Immunity. 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 Owner to enforce its remedies under this Agreement. THE CITY CONFIRMS ITS IMMUNITY FROM SUIT AND IMMUNITY FROM LIABILITY IS WAIVED WITH RESPECT TO THE ENFORCEMENT OF THIS AGREEMENT BY THE OWNER.

10.6 Reservation of Rights. This Agreement constitutes a "permit" within the meaning of Chapter 245, Texas Local Government Code, as amended. In the event the voluntary annexation as contemplated by this Agreement is not completed, the City expressly reserves its authority to unilaterally annex the Property pursuant to Chapter 43 of the Texas Local Government Code, as amended.

10.7 Interpretation. The Parties acknowledge that each of them 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.

10.8 Enforceability. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement, as to the Property, is authorized by Section 212.172 of the Texas Local Government Code.

10.9 Entire Agreement; Severability. 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, but does not supersede the Resolution. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and 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.

10.10 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Venue for any action to enforce or construe this Agreement shall be Collin County.

10.11 Non-Waiver. Any failure by a Party to insist upon strict performance by another 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.

10.12 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.

10.13 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

10.14 Statutory Verifications. Owner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended, in entering into this Agreement (the "Verifications"). As used in such Verifications, Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

(a) No Boycott of Israel. Owner 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. As used in the foregoing verification, 'boycott Israel,' has the meaning in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, and 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.

(b) Iran, Sudan and Foreign Terrorist Organizations. Owner 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, as amended. The foregoing representation excludes Owner 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.

(c) No Discrimination Against Fossil Fuel Companies. Owner 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. As used in the foregoing verification, "boycott energy companies" has the meaning in Section 2276.001(1), Texas Government Code, by reference to Section 809.001, Texas Government Code, and means, 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.

(d) No Discrimination Against Firearm Entities and Firearm Trade Associations. Owner 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. As used in the foregoing verification and the following definitions:

'discriminate against a firearm entity or firearm trade association,' has the meaning in Section 2274.001(3), Texas Government Code, and means: (A) 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;

'firearm entity,' has the meaning in Section 2274.001(6), Texas Government Code, and means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, 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 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 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

'firearm trade association,' has the meaning in Section 2274.001(7), Texas Government Code, and 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."

10.15 Form 1295. Owner represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, Owner has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. Owner further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by Owner. The information contained in the From 1295 completed by Owner has been provided solely by Owner and the City has not verified such information.

10.16 Public Information. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and, to the extent such requirements apply to this Agreement, Owner agrees that this Agreement may be terminated if Owner knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable, and Owner fails to cure the violation on or before the 10th business day after the date the City provides notice to Owner of noncompliance with Subchapter J, Chapter 552. To the extent Section 552.372, Texas Government Code applies to this Agreement, Owner is required to preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City for the duration of this Agreement; promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of Owner on request of the City; and on completion of the Agreement,

either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the entity or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City.

10.17 Exhibits. The following Exhibits are attached to this Agreement and are part of this Agreement:

Exhibit A	Metes and Bounds Description and Depiction of the Original Property
Exhibit B	Metes and Bounds Description and Depiction of the Rea Tract
Exhibit C	Metes and Bounds Description and Depiction of the Wilson Tract
Exhibit D	Concept Plan
Exhibit E	Development Regulations

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

ATTEST:

_____
Lauren Vaughns, City Secretary

CITY OF CELINA

By: _____
Name: Ryan Tubbs
Title: Mayor

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me, on the __ day of _____, 2024, by Ryan Tubbs, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

RAMBLE PHASE I, LLC
a Texas limited liability company

By:_____
Name: Brian Carlock
Title: Senior Vice President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this ____ day of _____, 2024, by Brian Carlock, Senior Vice President of Ramble Phase I, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public

RAMBLE INVESTMENT, LP
a Delaware limited partnership

By: HW Ramble GP, LLC
a Texas limited liability company
its sole General partner

By:_____
Name: Brian Carlock
Title: Senior Vice President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this ____ day of _____, 2024, by Brian Carlock, Senior Vice President of HW Ramble GP, LLC, a Texas limited liability company and sole general partner of Ramble Investment, LP, a Delaware limited partnership, on behalf of said partnership.

_____
Notary Public

EXHIBIT A
METES AND BOUNDS DESCRIPTION AND DEPICTION OF THE ORIGINAL PROPERTY

TRACT A

PARCEL 1 (Fee Simple):

BEING a tract of land situated in the W.H. Herron Survey, Abstract No. 380, M. Herron Survey, Abstract No. 415 and the G. Joy Survey, Abstract No. 488, City of Celina, Collin County, Texas, and being all of a called 450.71 acres conveyed to Central Frisco, LTD as recorded in County Clerk's No. 20080306000268700, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found for the southwest corner of said 450.71 acres tract, said iron rod also being the southeast corner of Lot 4, Block D, Morgan Lake Estates Phase One as recorded in Volume 1, Page 591, Plat Records of Collin County, Texas, said iron rod being in County Road No. 96;

THENCE N 00°03'11" E following the east line of said Morgan Lake Estates a distance of 461.22' to a fence post at the southeast corner of Ridgeview;

THENCE N 07°08'39" E a distance of 60.21' to a 1/2" iron rod found for corner at the northeast corner of Ridgeview, said iron rod being at the beginning of a non-tangent curve to the left;

THENCE along said non-Tangent curve to the left following the east line of said Morgan Lake Estates through a central angle of 06°21'24", with a radius of 270.00', and an arc length of 29.96', with a chord bearing of S 86°04'26" E, and a chord length of 29.94' to 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE S 89°02'34" E following the east line of said Morgan Lake Estates a distance of 222.34' to a capped iron rod found for corner;

THENCE N 01°00'04" E following the east line of said Morgan Lake Estates a distance of 107.20' to 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE N 51°42'32" E following the east line of said Morgan Lake Estates a distance of 398.05' to a capped iron rod stamped "Burns" found for corner;THENCE N 49°38'50" E following the east line of said Morgan Lake Estates a distance of 210.56' to 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE N 36°54'06" W following the east line of said Morgan Lake Estates a distance of 462.25' to a capped iron rod found for corner;

THENCE N 15°17'57" W following the east line of said Morgan Lake Estates a distance of 60.26' to fence post at the beginning of a non-tangent curve to the right;

THENCE along said non-Tangent curve to the right following the east line of said Morgan Lake Estates through a central angle of 07°25'01", with a radius of 530.00', and an arc length of 68.61', with a chord bearing of N 78°46'37" E, and a chord length of 68.56' to a 5/8" iron rod found for corner;

THENCE N 82°26'44" E following the east line of said Morgan Lake Estates a distance of 62.14' to 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE N 38°02'49" W following the east line of said Morgan Lake Estates passing at 196.17' a 1/2" iron pipe found for the east corner of Lot 16, Block C of the replat of Lots 12 thru 15, Block C, Morgan Lake Estates, Phase One and the south corner of Lot 15R, Block C, as recorded in Volume J, Page 814, Plat Records of Collin County, Texas, continuing along said replat a distance of 615.74' to 1/2" iron rod found for corner;

THENCE N 25°29'51" W following said replat a distance of 423.56' to 1/2" iron rod with yellow plastic cap stamped "4613" found for corner in the east line of Lot 10, Block C of said Morgan Lake Estates Phase One;

THENCE N 11°11'37" E following the east line of said Morgan Lake Estates a distance of 219.89' to 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE N 49°12'29" W following the east line of said Morgan Lake Estates a distance of 934.00' to a point for corner;

THENCE N 45°38'35" W following the east line of said Morgan Lake Estates a distance of 346.17' to a point for corner;

THENCE N 84°06'22" W following the east line of said Morgan Lake Estates a distance of 374.78' to a point for corner in the east line of a called 15.071 acre tract conveyed to SMR Family LP as recorded in County Clerk's No. 20090526000637370, O.P.R.C.C.T.;

THENCE N 01°51'31" E following the east line of said 15.071 acre tract a distance of 132.73' to a point for corner at the northeast corner of said 15.071 acres tract, said corner being the southeast corner of a called 16.369 acre tract conveyed to Pyramid Project Consulting, LLC as recorded in County Clerk's No. 20180227000241370, O.P.R.C.C.T.;

THENCE N 00°51'15" W following the east line of said called 16.369 acre tract a distance of 1184.16' to a fence post found for corner at an ell corner of said 16.369 acre tract;

THENCE N 87°19'02" W following the east line of said called 16.369 acre tract a distance of 50.98' to a fence post found for corner at an ell corner of said 16.369 acre tract;

THENCE N 00°50'39" W following the east line of said called 16.369 acre tract passing at 212.35' the northeast corner of said called 16.369 acre tract, same being the southeast corner of a tract conveyed to Marvin & Renetta Wilson as recorded in County Clerk's No. 92-0004376,

O.P.R.C.C.T. and continuing in all a distance of 489.62' to fence post found for corner at the northeast corner of said Wilson tract;

THENCE S 89°48'31" W following the north line of said Wilson tract a distance of 341.92' to a 1/2" iron rod found for corner in the east Right Of Way line of State Highway No. 289/Preston Road a variable width ROW;

THENCE N 00°16'21" E following the east Right Of Way line of State Highway No. 289/Preston Road a distance of 51.94' to 1/2" iron rod found for corner at the southwest corner of a called 50.487 acre tract conveyed to Preston Acreage LP and Spartan Texas Six Celina, LTD. as recorded in Volume 5239, Page 1060, O.P.R.C.C.T.;

THENCE S 89°51'39" E following the south line of said called 50.487 acres a distance of 392.06' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE N 89°54'07" E following the south line of said called 50.487 acres a distance of 593.47' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner at the southeast corner of said 50.487 acres;

THENCE N 00°32'56" E following the east line of said called 50.487 acre a distance of 2607.15' to a mag nail found for corner in County Road No. 100, said nail being at the southwest corner of a called 32.2726 acre tract conveyed to Mars Preston High, LLC as recorded in County Clerks No. 2022000077988, O.P.R.C.C.T.;

THENCE N 88°52'27" E following County Road No. 100 and the south line of said called 32.2726 acres a distance of 1066.99' to a mag nail found for corner in County Road No. 100, said nail being the southeast corner of said 32.2726 acre tract, said nail also being at the southwest corner of Buffalo Ridge Phase Three as recorded in Volume 2020, Page 670, Plat Records of Collin County, Texas;

THENCE N 88°40'14" E following the south line of said Buffalo Ridge Phase Three and the south line of Buffalo Ridge Phase Two as recorded in Volume 2018, Page 864, Plat Records of Collin County, Texas a distance of 1587.28' to a mag nail found for corner at the intersection of County Road No. 100 and County Road No. 97, said nail being in the west line of D.C. Ranch Phase One as recorded in Volume 2007, Page 189, Plat Records of Collin County, Texas;

THENCE S 00°26'09" W following County Road No. 97, following the west line of said D.C. Ranch Phase One, following the west line of Sharrock Addition as recorded in Volume 2018, Page 80, Plat Records of Collin County, Texas, a distance of 780.68' to a railroad spike found for corner at the southwest corner of said 15.000 acre tract, said railroad spike also being in County Road 97, said railroad spike also being the northwest corner of a called 40.00 acre tract conveyed to NTEX Financial, LLC as recorded in County Clerk's No. 20220304000362990, O.P.R.C.C.T.;

THENCE S 00°04'53" W following County Road No. 97 and the west line of said 40.00 acres a distance of 1861.66' to a mag nail found for corner at the intersection of County Road 97 and

County Road No. 101, said nail being N 00°38' E a distance of 4.60' from a railroad spike found for corner for the southwest corner of said 40.00 acre tract;

THENCE S 00°09'59" E following County Road No. 97 a distance of 1566.24' to a capped iron rod found for corner;

THENCE S 00°31'39" E following County Road No. 97 a distance of 3747.56' to a capped iron rod stamped "894" found for corner;

THENCE N 89°54'15" W passing 65' the "T" intersection of County Road No. 97 and County Road No, 96 and continuing with County Road No. 96 a distance of 2005.13' to the POINT OF BEGINNING and containing 19,634,318 Square Feet or 450.742 Acres of land.

PARCEL 2 (Easement):

That certain easement for ingress and egress as set out at Item 2 under Exhibit D of Deed from Morgan Lake Estates, Ltd. to Howard H. Chen, Trustee, dated 02/19/1998, filed 02/24/1998, recorded in Volume 4108, Page 1797, Real Property Records, Collin County, Texas.

TRACT B

BEING a tract of land situated in the M. Herron Survey, Abstract No. 415, Collin County, Texas, and being all of a called 43.77 acres and being part of a called 272.545 acres conveyed to E Real Estate, LLC as recorded in County Clerk's No. 20200515000713140, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found for the southeast corner of a said called 272.545 acre tract, said iron rod being in County Road No. 101;

THENCE S 89°58'51" W following the south line of said 272.545 acre tract of land a distance of 2681.08' to a 1/2" iron rod found for the southwest corner of said 272.545 acre tract of land, said iron rod being at the southeast corner of a called 450.71 acre tract of land conveyed to Central Frisco, LTD as recorded in County Clerk's No. 20080306000268700, O.P.R.C.C.T.;

THENCE N 00°31'39" W passing a bend in County Road No. 97 at a distance of 135.42' and continuing with County Road No. 97 a total distance of 3747.56' to a capped iron rod found for corner;

THENCE N 00°09'59" W following County Road No. 97 a distance of 1566.24' to a mag nail found for corner at the intersection of County Road 97 and County Road No. 101, said nail being N 00°38' E a distance of 4.60' from a railroad spike found for corner for the southwest corner of a called 40.000 acre tract of land;

THENCE N 89°29'02" E following County Road No. 101 a distance of 800.44' to a mag nail found for corner at the northwest corner of a called 7.498 acre tract of land conveyed to Tom Harper as recorded in County Clerk's No. 93-0036670, O.P.R.C.C.T.;

THENCE S 00°13'53" E following the west line of said 7.498 acre tract of land a distance of 541.40' to a 1/2" iron rod found for corner at the southwest corner of said 7.498 acre tract of land;

THENCE N 89°33'29" E following the west line of said 7.498 acre tract of land a distance of 630.36' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner at the southeast corner of said 7.498 acre tract of land;

THENCE N 00°23'54" W following the east line of said 7.498 acre tract of land a distance of 114.13' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner in the south line of a called 2.661 acre tract of land conveyed to Collin County as recorded in Volume 5309, Page 7316, Deed Records of Collin County, Texas (D.R.C.C.T.);

THENCE S 60°13'43" E following the south line of said called 2.661 acre tract of land a distance of 230.59' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE N 88°41'33" E following the south line of said 2.661 acre tract of land a distance of 10.17' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner at the southeast corner of said called 2.661 acre tract;

THENCE N 00°29'31" W following the east line of said called 2.661 acre tract a distance of 139.20' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner by a steel fence post;

THENCE S 89°54'44" E following a fence a distance of 307.00' to a steel fence post for corner;

THENCE N 00°00'30" W following the fence a distance of 404.42' to a mag nail found in County Road No. 101;

THENCE N 89°22'01" E following County Road No. 101 a distance of 710.22' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner at a ell in County Road No. 101;

THENCE S 00°15'26" E following County Road No. 101 a distance of 1366.59' to a 1/2" iron rod found for the northwest corner of a called 10.696 acre tract of land conveyed to John and Linda Dove as recorded in County Clerks No. 201711290015, O.P.R.C.C.T.;

THENCE S 01°30'21" E following County Road No. 101 and the west line of said 10.696 acre tract of land a distance of 591.64' to 1/2" iron rod found the southwest corner of said 10.696 acre tract of land, said iron rod being the northwest corner of a called 154.059 acre tract of land conveyed to E Real Estate LLC as recorded in Volume 20200515000713140, O.P.R.C.C.T.;

THENCE S 00°45'43" E following County Road No. 101 and the west line of said 154.059 acre tract of land a distance of 2220.96' to a mag nail found for corner at the northwest corner of a

called 4.000 acre tract of land conveyed to E Real Estate LLC as recorded in Volume 2010701001338570, O.P.R.C.C.T.;

THENCE S 00°31'05" E following County Road No. 101 and the west line of said 4.000 acre tract of land a distance of 417.63' to a 1/2" iron rod found for corner, said iron rod being at the southwest corner of said 4.000 acre tract of land and also being at the northwest corner of a called 12.486 acre tract of land conveyed to E Real Estate LLC as recorded in Volume 20200212000196540, O.P.R.C.C.T.;

THENCE S 00°31'26" E following County Road No. 101 and also following the said called 12.486 acre tract of land a distance of 737.91' to the POINT OF BEGINNING and containing 13,658,657 Square Feet or 313.560 Acres of land.

TRACT C

PARCEL 1

BEING a tract of land situated in the Benjamin Haile Survey, Abstract No. 397, Mary Howell Survey, Abstract No. 396, Daniel Howell Survey, Abstract No. 394, Isaac Walker Survey, Abstract No. 1056 of Collin County, Texas, being all of a called 167.027 acre tract of land conveyed to E Real Estate LLC as recorded in County Clerk No. 20200212000196500 Official Public Records of Collin County, Texas (O.P.R.C.C.T.), being all of "Tract 1," a called 78.613 acre tract of land, "Tract 2," a called 66.676 acre tract of land, "Tract 4," a called 0.937 acre tract of land, and "Tract 5," a called 18.748 acre tract of land, all conveyed to E Real Estate LLC as recorded in County Clerk No. 20200212000196540, O.P.R.C.C.T., being all of a called 62.434 acre tract of land, save and except 5.02 acres of land, conveyed to E Real Estate LLC as recorded in County Clerk No. 20200428000610240, O.P.R.C.C.T., being all of a 5.02 acre tract of land conveyed to Mindy L. Koehne, Greg Allen, Doug Smith, Derek Smith, and Van D. Nichols as recorded in County Clerk No. 2023000067911, O.P.R.C.C.T, being all of a called 154.059 acre tract of land conveyed to E Real Estate LLC as recorded in County Clerk No. 20200515000713140, O.P.R.C.C.T., being all of a called 2.50 acre tract of land conveyed to E Real Estate LLC County as recorded in Clerk No. 20200515000713140, O.P.R.C.C.T., being all of a called 6.000 acre tract of land conveyed to Central Frisco, LTD. as recorded in County Clerk No. 20200515000713140, O.P.R.C.C.T., and being more particularly described in metes and bounds as follows;

BEGINNING in the intersection of County Road 130 and County Road 101 at a 1/2" iron rod found for the northwest corner of the called 154.09 acre tract of land and said iron rod found being the southwest corner of a called 10.695 acre tract of land conveyed to John and wife, Linda Dove as recorded in County Clerk No. 201711290015 O.P.R.C.C.T.;

THENCE N 89°25'21" E along County Road 130 a distance of 4548.58' to a 1/2" iron rod found for the northeast corner of the called 62.434 acre tract of land;

THENCE S 00°36'55" E a distance of 714.20' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE N 89°28'23" E a distance of 728.73' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner in the west line of County Road 128;

THENCE S 02°00'50" E with the west line of County Road 128 a distance of 609.49' to a Mag Nail with shiner stamped "4613" found at the southeast corner of the called 64.434 acre tract of land on the west edge of County Road 128;

THENCE S 89°13'21" W a distance of 31.81' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner at the northeast corner of the called 167.027 acre tract of land, and said iron rod also being the point of commencing for the 31.621 acre save and except tract of land described below;

THENCE S 00°39'20" E entering County Road 128 at distance of 102.1' and continuing along the along the centerline until departing County Road 128 at distance of 2026.42' and continuing for a total distance of 2101.00' to a 1/2" iron rod found for corner at the southwest corner of High Point Estates, an addition to the City of Celina as recorded in Volume M, Page 116, Plat Records of Collin County, Texas;

THENCE N 89°18'00" E a distance of 333.00' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE S 00°32'37" E a distance of 151.76' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner in the north Right-of-Way (ROW) line of Farm to Market Road 455 (F.M. 455), with said corner being at the beginning of a non-tangent curve to the left;

THENCE along the north ROW of F.M. 455 the following (10) ten calls:

THENCE with said non-tangent curve to the left with a central angle of 29°18'20", with a radius of 363.31', with an arc length of 185.82', with a chord bearing of S 14°53'59" W, with a chord length of 183.81', to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE S 00°14'49" W a distance of 606.04' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner at the beginning of a curve to the right;

THENCE with said curve to the right with a central angle of 88°04'00", with a radius of 273.31', with an arc length of 420.09', with a chord bearing of S 44°16'49" W, with a chord length of 379.94', to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE S 88°18'49" W a distance of 1138.48' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE S 88°36'49" W a distance of 1157.63' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner at the beginning of a curve to the left;

THENCE with said curve to the left with a central angle of 69°52'00", with a radius of 363.31', with an arc length of 443.02', with a chord bearing of S 53°40'49" W, with a chord length of 416.08' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE S 18°44'49" W a distance of 179.53' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner at the beginning of a curve to the right;

THENCE with said curve to the right with a central angle of 70°56'00", with a radius of 273.31', with an arc length of 338.36', with a chord bearing of S 54°12'49" W, with a chord length of 317.16' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE S 89°40'49" W a distance of 2001.03' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner at the beginning of a curve to the left;

THENCE with said curve to the left with a central angle of 24°30'21", with a radius of 363.31', with an arc length of 155.39', with a chord bearing of S 77°25'39" W, with a chord length of 154.21', to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE N 89°36'44" W departing the the north ROW of F.M. 455 for a distance of 141.03' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner at the southwest corner of the called 78.613 acre tract of land in the east side of CR 101;

THENCE N 00°21'09" W with the east side of CR 101 a distance of 2644.48' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner at the northwest corner of the called 18.748 acre tract of land and said capped iron rod being set in the south line of a called 4.000 acre tract of land conveyed to E Real Estate as recorded in County Clerk No. 20210701001338570, O.P.R.C.C.T.;

THENCE N 89°30'37" E a distance of 387.43' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner at the southeast corner of the called 4.000 acre tract of land;

THENCE N 00°58'34" W a distance of 417.42' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner at the northeast corner of the called 4.000 acre tract of land;

THENCE S 89°34'55" W a distance of 414.57' to a Mag Nail with shiner stamped "4613" found for the northwest corner of the called 4.000 acre tract of land in the centerline of CR 101;

THENCE N 00°44'58" W with the centerline of CR 101 for a distance of 2220.69' the POINT OF BEGINNING, and containing 25,649,480 Square Feet or 588.831 Acres.

SAVE AND EXCEPT a 31.620 acre tract of land conveyed to Rea Family Living Trust as recorded in County Clerk No. 20190814000983790, O.P.R.C.C.T.

SAVE AND EXCEPT a 5.02 acre tract of land conveyed to Mindy L. Koehne, Trustee, as recorded in County Clerk No. 20190909001106320, O.P.R.C.C.T.

PARCEL 2

BEING a tract of land situated in the Daniel Howell Survey, Abstract No. 394, of Collin County, Texas, being all of "Tract 3," a called 59.916 acre tract of land conveyed to E Real Estate LLC as recorded in County Clerk No. 20200212000196540, Official Public Records of Collin County, Texas, and being more particularly described in metes and bounds as follows;

BEGINNING in the south Right-of-Way (ROW) of Farm to Market Road 455 (F.M. 455) at a 1/2" iron rod with yellow plastic cap stamped "4613" found for northern most northwest corner of the called 59.916 acre tract of land;

THENCE N 89°40'49" E with the south ROW of F.M. 455 a distance of 2324.51' to a 1/2" iron rod with yellow plastic cap stamped "4613" found at the northeast corner of the called 59.916 acre tract of land;

THENCE S 00°05'46" E a distance of 953.17' to a 1/2" iron rod with yellow plastic cap stamped "4613" found at the southeast corner of the called 59.916 acre tract of land;

THENCE S 89°41'29" W a distance of 2639.07' to a 1/2" iron rod found for the southeast corner of the called 59.916 acre tract of land;

THENCE N 00°29'39" E a distance of 404.45' to a 1/2" iron rod found for corner in the south ROW of F.M. 455 at the beginning of a non-tangent curve to the left;

THENCE with the south ROW of F.M. 455 and along said curve to the left with a central angle of 28°05'28", with a radius of 363.31', with an arc length of 178.12', with a chord bearing of N 12°58'33" E, with a chord length of 176.35', to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;
THENCE N 01°04'11" W with the south ROW of F.M. 455 a distance of 99.75' to a 1/2" iron rod found for corner at the beginning of a curve to the right;

THENCE with said curve to the right with a central angle of 90°45'00", with a radius of 273.31', with an arc length of 432.89', with a chord bearing of N 44°18'19" E, with a chord length of 389.04', to the POINT OF BEGINNING, and containing 2,476,629 Square Feet or 56.856 Acres of land.

EXHIBIT B
METES AND BOUNDS DESCRIPTION AND DEPICTION OF THE REA TRACT

31.621 ACRES

BEING a tract of land situated in the Benjamin Haile Survey, Abstract No. 397 & the Mary Howell Survey, Abstract No. 396, of Collin County, Texas, being all of a called 36.621 acre tract conveyed to Rea Family Living Trust as recorded in County Clerk No. 20190814000983790, Official Public Records of Collin County, Texas, and being more particularly described in metes and bounds as follows;

BEGINNING at a 1/2" iron rod with yellow plastic cap stamped "4613" found for the northwest corner of the called 31.621 acre tract of land;

THENCE N 89°29'48" E a distance of 1169.54' to a 1/2" iron rod with yellow plastic cap stamped "4613" found;

THENCE S 01°33'12" E a distance of 1332.84' to a 1/2" iron rod with yellow plastic cap stamped "4613" found;

THENCE N 89°52'26" W a distance of 508.65' to a 1/2" iron rod with yellow plastic cap stamped "4613" found;

THENCE S 37°57'59" W a distance of 430.38' to a 1/2" iron rod found;

THENCE S 89°40'27" W a distance of 298.00' to a 3/8" iron rod found;

THENCE N 00°20'41" W a distance of 258.36' to a point in creek;

THENCE S 63°05'44" E a distance of 87.51' to a point in creek;

THENCE N 33°34'30" E a distance of 96.33' to a point in creek;

THENCE N 55°33'35" E a distance of 144.33' to a point in creek;

THENCE N 32°25'52" W a distance of 235.17' to a point in creek;

THENCE N 16°45'14" E a distance of 139.05' to a point in creek;

THENCE N 62°36'40" E a distance of 233.46' to a point in creek;

THENCE N 23°46'44" E a distance of 277.45' to a point in creek;

THENCE N 12°44'28" W a distance of 66.79' to a point in creek;

THENCE N 84°50'38" W a distance of 199.33' to a point in creek;

THENCE S 27°58'59" W a distance of 108.75' to a point in creek;

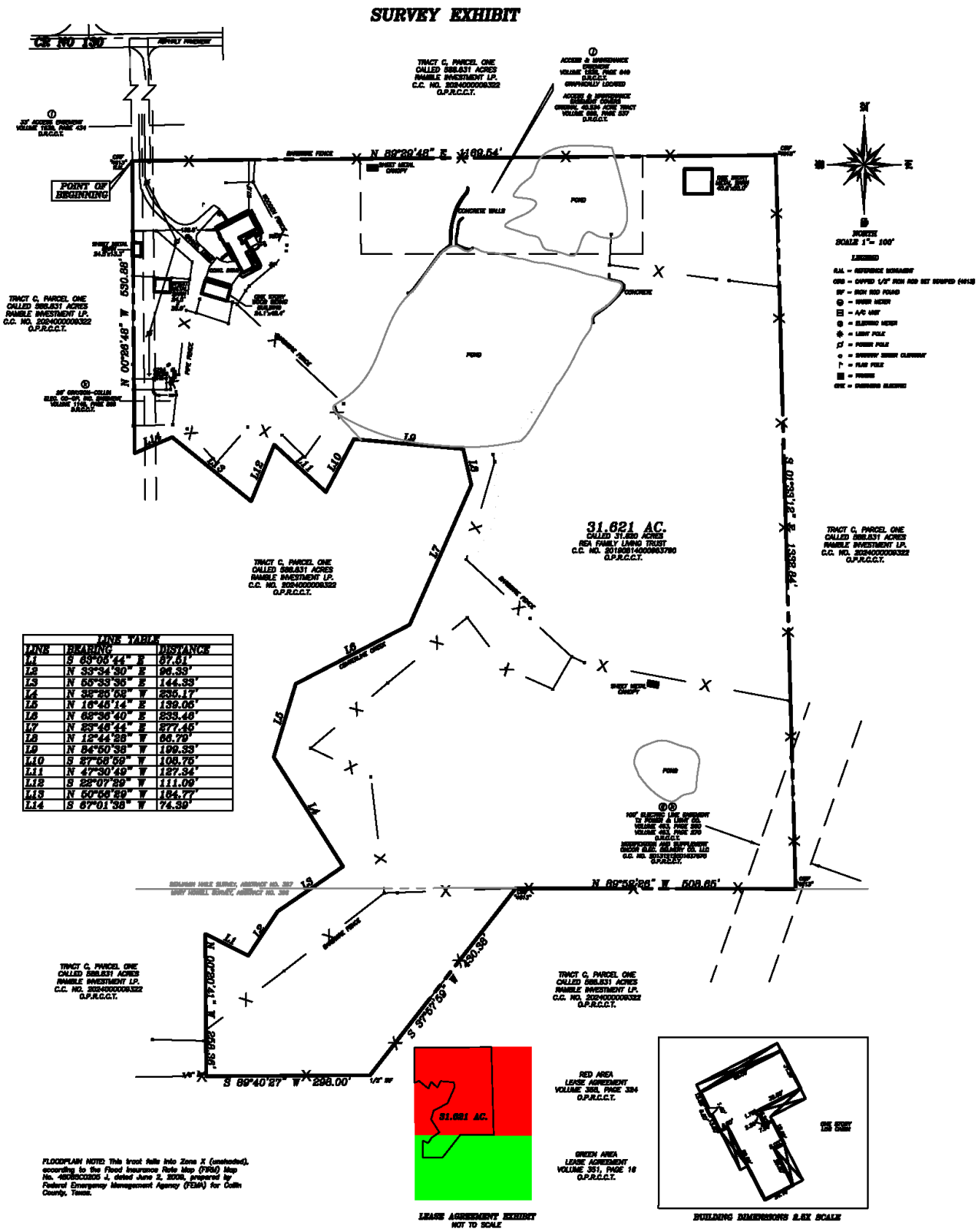
THENCE N 47°30'49" W a distance of 127.34' to a point in creek;

THENCE S 22°07'29" W a distance of 111.09' to a point in creek;

THENCE N 50°56'29" W a distance of 184.77' to a point in creek;

THENCE S 67°01'38" W a distance of 74.39' to a point in creek;

THENCE N 00°26'48" W a distance of 530.88' to the POINT OF BEGINNING, and containing 1,377,424 Square Feet or 31.621 acres of land.



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 65°05'44" E	87.61'
L2	N 53°34'30" E	90.33'
L3	N 55°33'35" E	144.33'
L4	N 38°26'59" W	235.17'
L5	N 16°45'14" E	139.06'
L6	N 68°36'40" E	233.46'
L7	N 83°48'44" E	277.45'
L8	N 12°44'28" W	66.79'
L9	N 84°50'36" W	109.33'
L10	S 27°56'52" W	108.75'
L11	N 47°30'49" W	127.34'
L12	S 22°07'29" W	111.09'
L13	N 50°56'29" W	184.77'
L14	S 67°01'38" W	74.39'

EXHIBIT C
METES AND BOUNDS DESCRIPTION AND DEPICTION OF WILSON TRACT

SITUATED in the State of Texas, County of Collin, ETJ of the City of Celina, being part of the W. H. Herron Survey, Abstract No. 380, being all of a called 2.193 acre tract of land as recorded in County Clerk's File No. 20090129000090070 of the Deed Records of Collin County, Texas, with said premises being more particularly described as follows:

BEGINNING at a point in the east right-of-way line of N. Preston Road (State Highway 289) marking a southwest corner of a called 450.742 acre Tract A (Parcel 1) as recorded under County Clerk's No. 2024000009322 of the Deed Records of Collin County, Texas, the northwest corner of said 2.193 acre tract and the herein descried premises;

THENCE with a south line of said 450.742 acre tract and the north line of said 2.193 acre tract, North 89°48'31" East (Basis of Bearings), passing at 0.30 feet a 1/2" iron rod found and continuing for a total distance of 342.23 feet to a fence corner post found marking an interior corner of said 450.742 acre tract, the northeast corner of said 2.193 acre tract and said premises;

THENCE with a west line of said 450.742 acre tract and the east line of said 2.193 acre tract, South 00°50'39" East, 279.21 feet to a point marking the northeast corner of a called 16.369 acre tract of land as recorded under County Clerk's No. 20180227000241370 of the Deed Records of Collin County, Texas, the southeast corner of said 2.193 acre tract and said premises, from which a fence corner post found for reference bears South 31°01'14" East, 0.60 feet;

THENCE with the north line of said 16.369 acre tract and the south line of said 2.193 acre tract, North 89°49'40" West, 347.55 feet to a point in the east right-of-way line of N. Preston Road, marking the northwest corner of said 16.369 acre tract, the southwest corner of said 2.193 acre tract and said premises;

THENCE with the east right-of-way line of N. Preston Road and the west line of said 2.193 acre tract as follows: North 07°37'31" East, 0.42 feet to a point for angle break; North 00°14'17" East, 276.57 feet to the place of beginning and containing 2.202 acres of land.

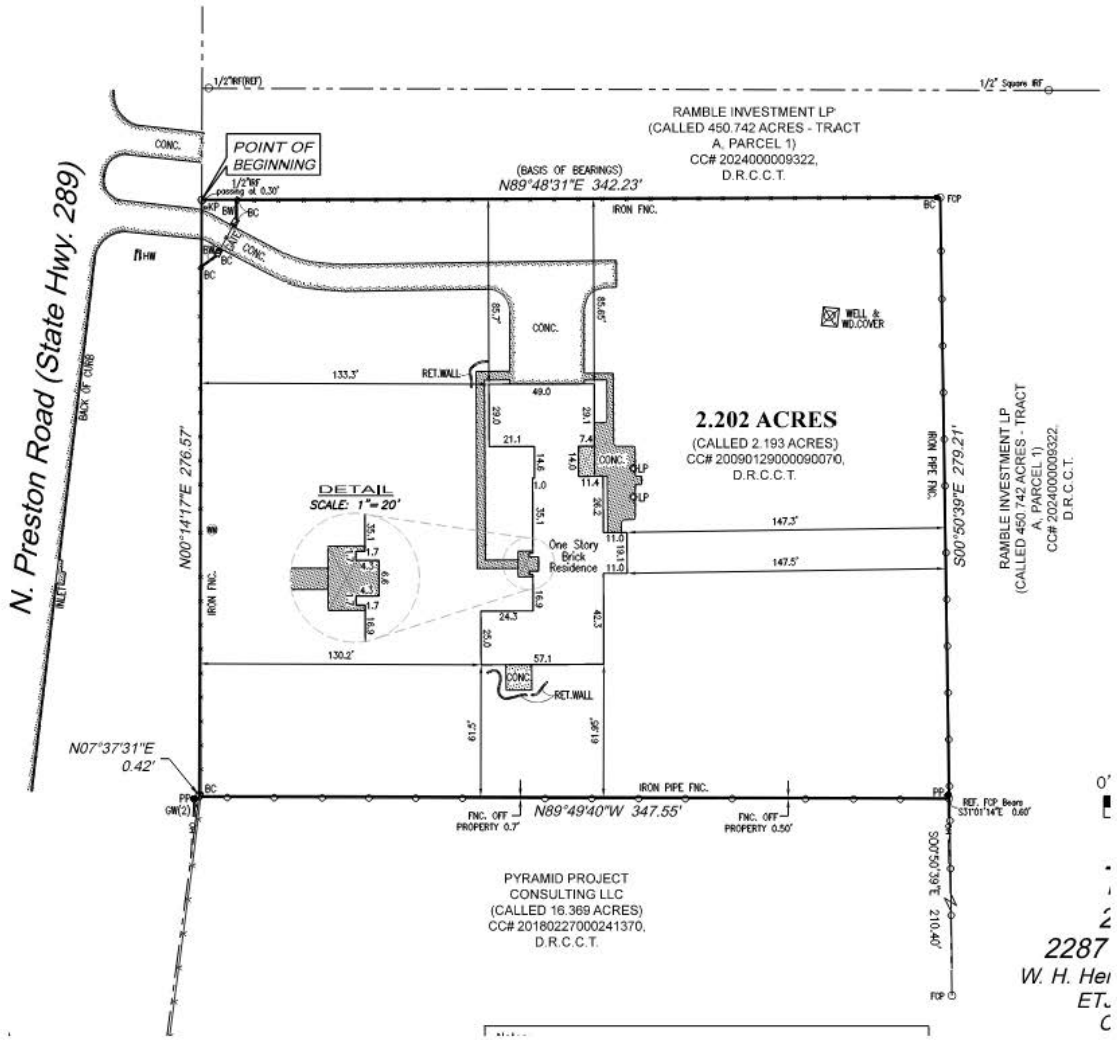
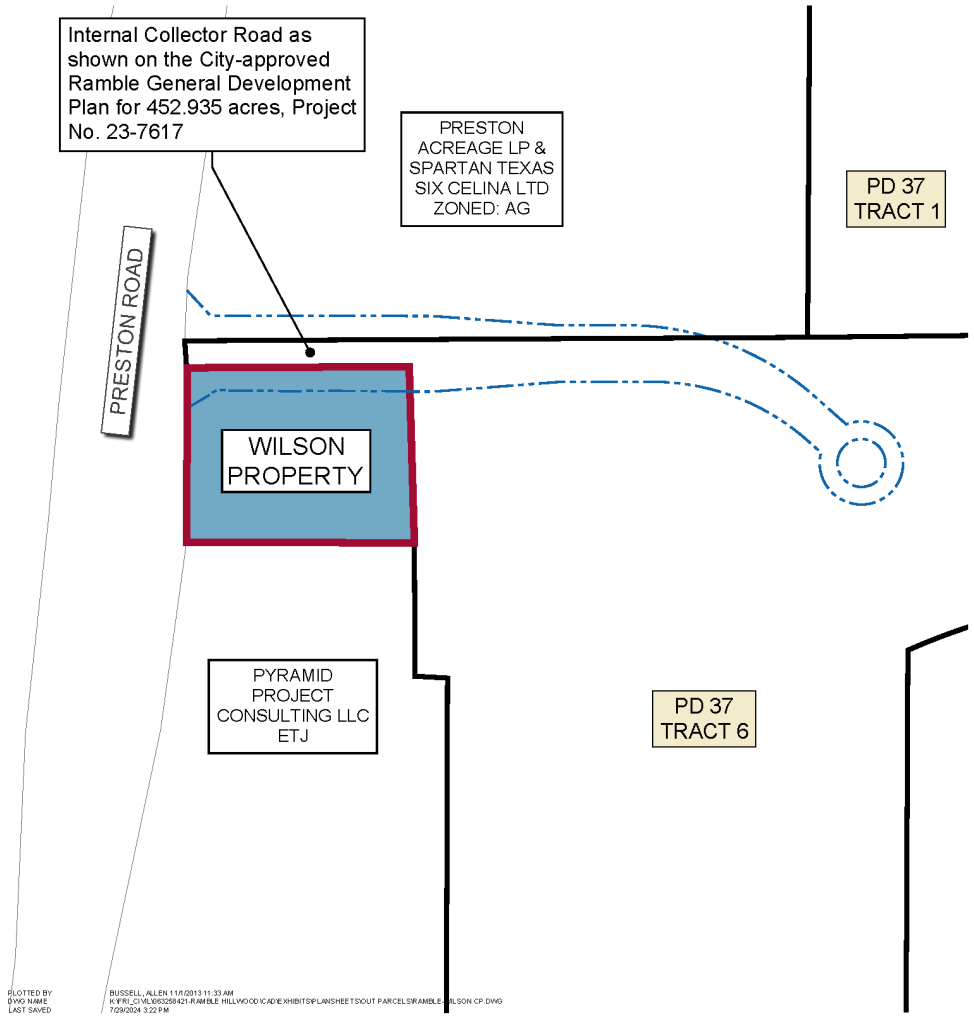
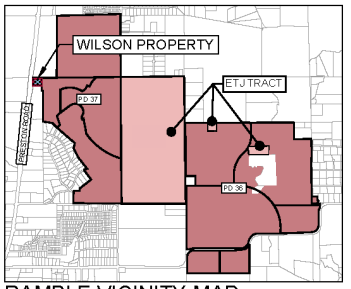

N. Preston Road (State Hwy. 289)
POINT OF BEGINNING
(BASIS OF BEARINGS)
N89°48'31"E 342.23'
RAMBLE INVESTMENT LP
(CALLED 450.742 ACRES - TRACT
A, PARCEL 1)
CC# 2024000009322,
D.R.C.C.T.
2.202 ACRES
(CALLED 2.193 ACRES)
CC# 20090129000090070,
D.R.C.C.T.
DETAIL
SCALE: 1" = 20'
One Story
Brick
Residence
WELL &
WD.COVER
RET.WALL
CONC.
IRON FNC.
IRON PIPE FNC.
N00°14'17"E 276.57'
S00°50'39"E 279.21'
N89°49'40"W 347.55'
N07°37'31"E
0.42'
FNC. OFF
PROPERTY 0.7'
FNC. OFF
PROPERTY 0.50'
PYRAMID PROJECT
CONSULTING LLC
(CALLED 16.369 ACRES)
CC# 20180227000241370,
D.R.C.C.T.
RAMBLE INVESTMENT LP
(CALLED 450.742 ACRES - TRACT
A, PARCEL 1)
CC# 2024000009322,
D.R.C.C.T.
2287
W. H. Hei
ET.

EXHIBIT D
CONCEPT PLAN





RAMBLE VICINITY MAP
SCALE 1:1-MILE

NOTE:
1. The plan for development of the Wilson Property is to incorporate it into Tract 6 of PD 37 upon annexation and zoning of the Wilson Property.

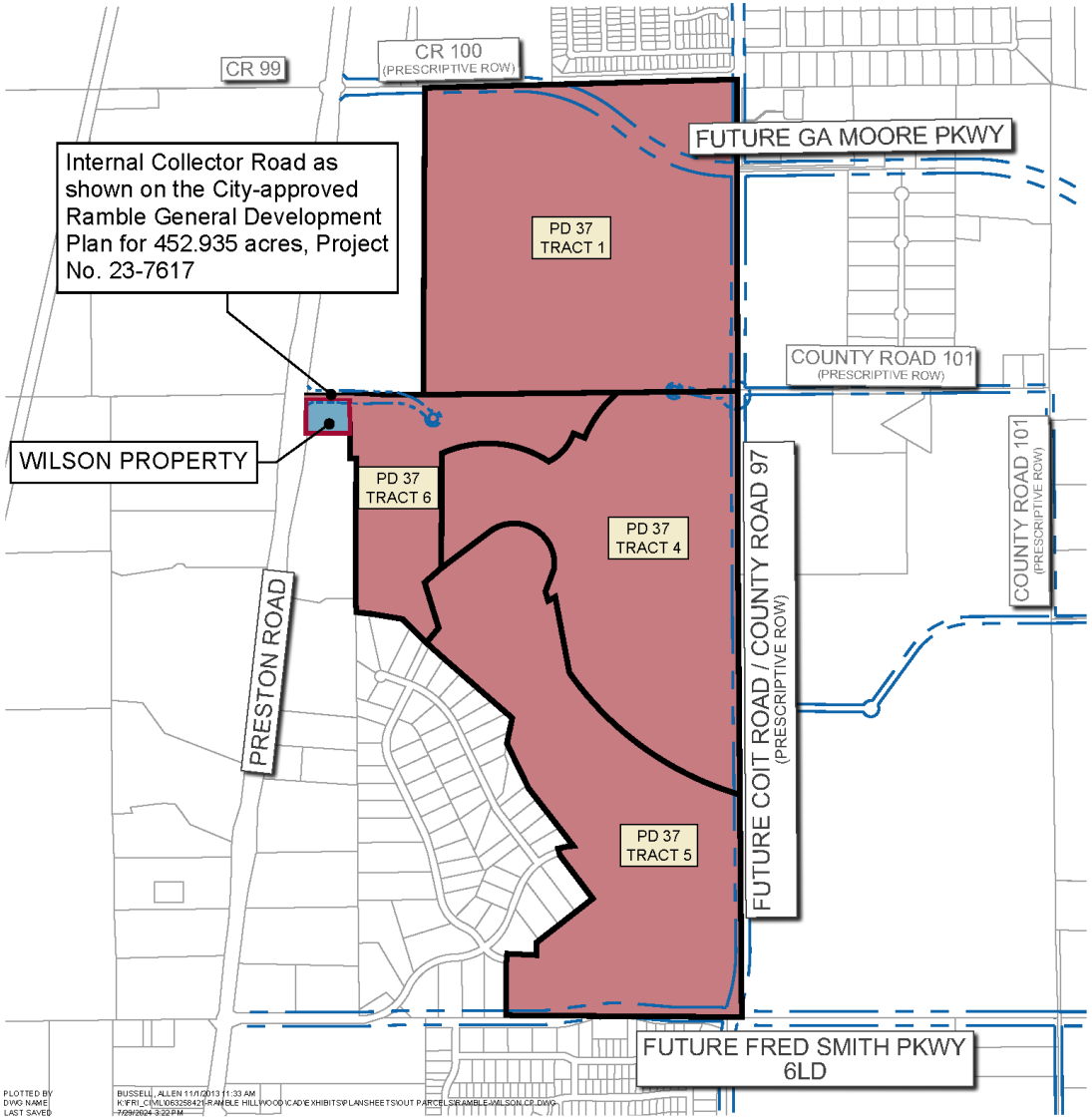
WILSON CONCEPT PLAN - DETAIL

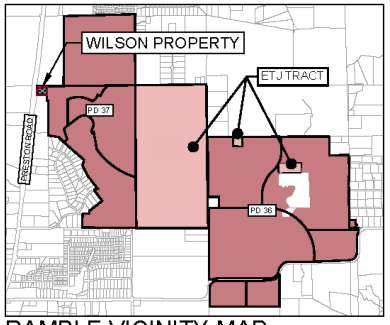
OWNER:
HILLWOOD COMMUNITIES - A PEROT COMPANY
O (214) 777-4396 C (214)-458-5474
3000 Turtle Creek Blvd.
Dallas, TX 75219
Contact: Patrick Cowden

ENGINEER / SURVEYOR:
Kimley»Horn
Kimley-Horn and Associates
State of Texas Registration No. F-928
6160 Warren Parkway, Suite 210
Frisco, TX 75034
P (972) 335-3580
Contact: Casey Ross

July 2024

PLOTTED BY
DWG NAME
LAST SAVED
BUSSELL, ALLEN 11/1/2013 11:33 AM
K:\FRI_CIVIL\063258421-RAMBLE HILLWOOD\CAD\EXHIBITS\PLANSHEETS\OUT PARCELS\RAMBLE-WILSON CP.DWG
7/29/2024 3:22 PM





RAMBLE VICINITY MAP
SCALE 1:1-MILE

NOTE:
1. The plan for development of the Wilson Property is to incorporate it into Tract 6 of PD 37 upon annexation and zoning of the Wilson Property.

WILSON CONCEPT PLAN

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3000 Turtle Creek Blvd.
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Contact: Patrick Cowden

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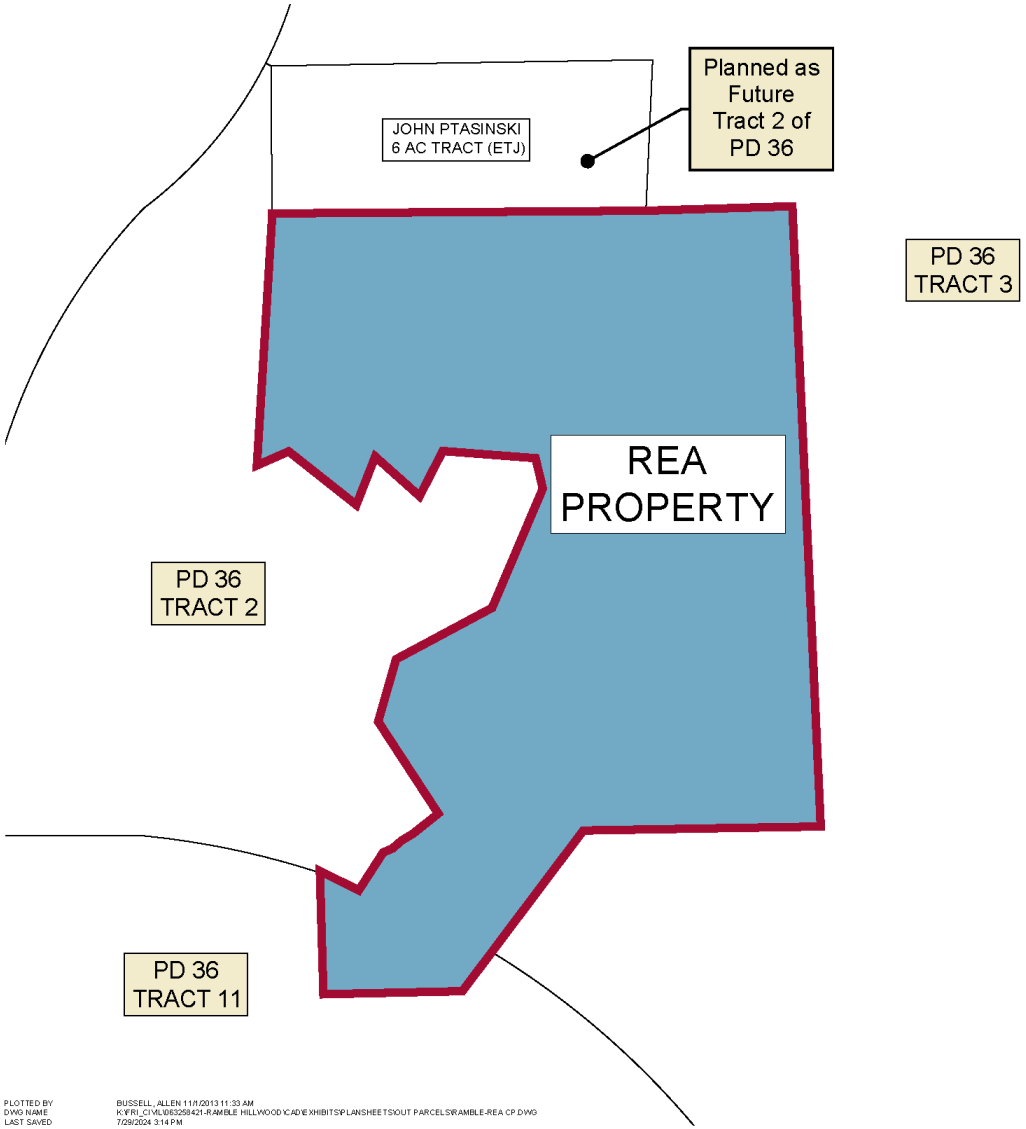
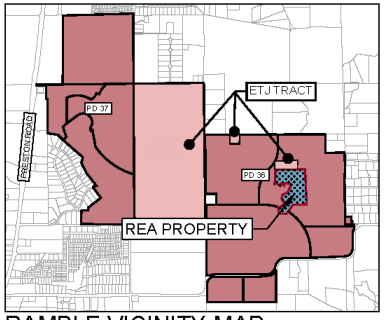
July 2024





RAMBLE VICINITY MAP
SCALE 1:1-MILE

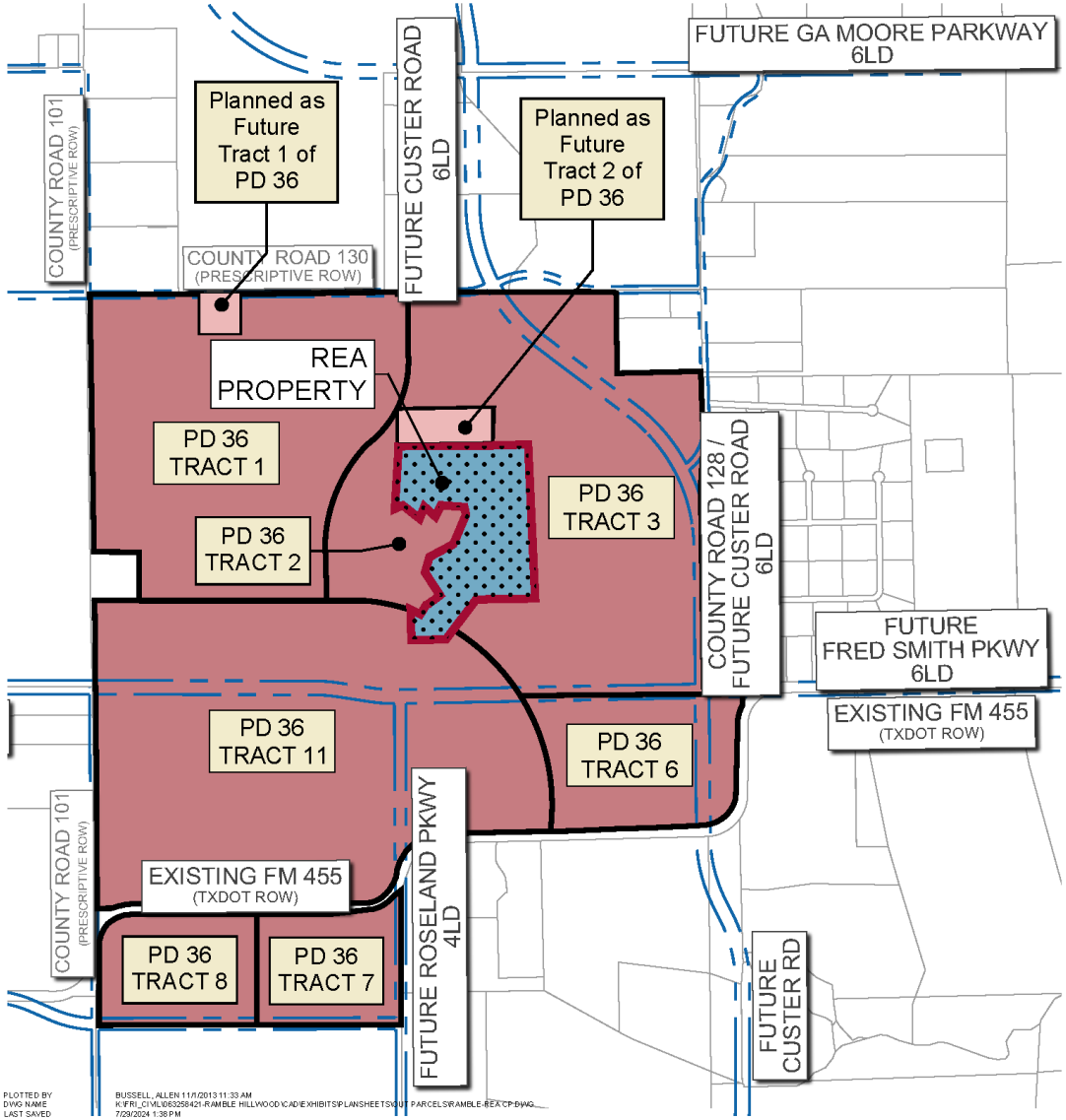
NOTE:
1. The plan for development of the Rea Property is to incorporate into Tract 2 of PD 36 upon annexation and zoning of the Rea Property.

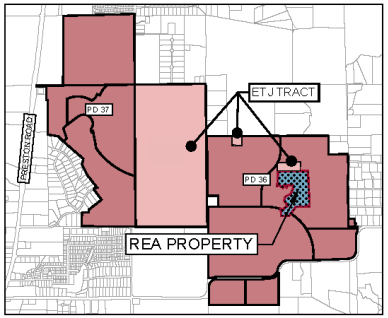
REA CONCEPT PLAN - DETAIL

OWNER:
HILLWOOD COMMUNITIES - A PEROT COMPANY
O (214) 777-4396 C (214)-458-5474
3000 Turtle Creek Blvd.
Dallas, TX 75219
Contact: Patrick Cowden

ENGINEER / SURVEYOR:
Kimley»Horn
Kimley-Horn and Associates
State of Texas Registration No. F-928
6160 Warren Parkway, Suite 210
Frisco, TX 75034
P (972) 335-3580
Contact: Casey Ross

July 2024





RAMBLE VICINITY MAP
SCALE 1:1-MILE

NOTE:
1. The plan for development of the Rea Property is to incorporate into Tract 2 of PD 36 upon annexation and zoning of the Rea Property.

REA CONCEPT PLAN

OWNER:
HILLWOOD COMMUNITIES - A PEROT COMPANY
O (214) 777-4396 C (214)-458-5474
3000 Turtle Creek Blvd.
Dallas, TX 75219
Contact: Patrick Cowden

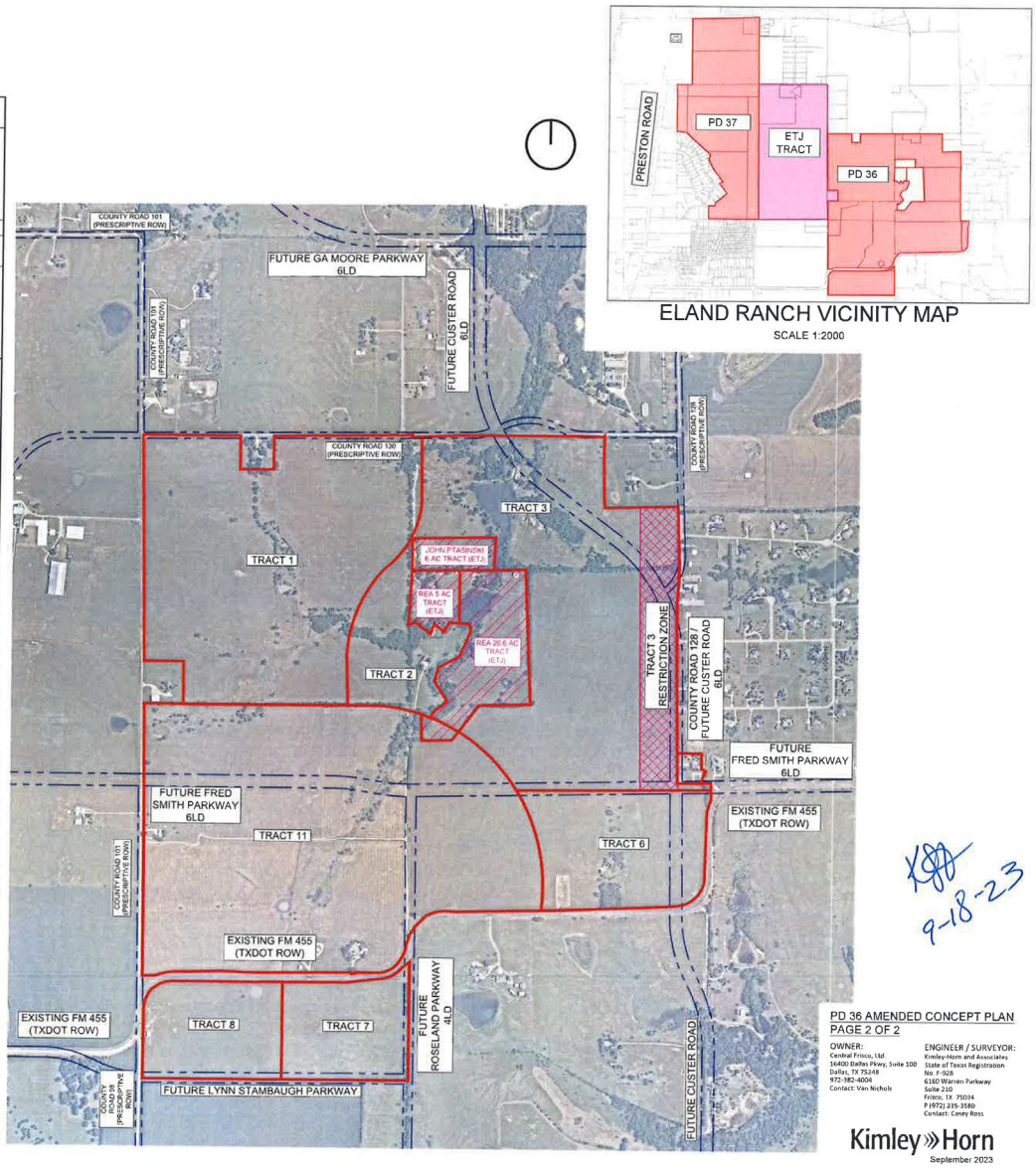
ENGINEER / SURVEYOR:
Kimley»Horn
Kimley-Horn and Associates
State of Texas Registration No. F-928
6160 Warren Parkway, Suite 210
Frisco, TX 75034
P (972) 335-3580
Contact: Casey Ross

July 2024

TRACT RESTRICTIONS EXHBIITS TO THE SEPTEMBER 13, 2023 LETTER

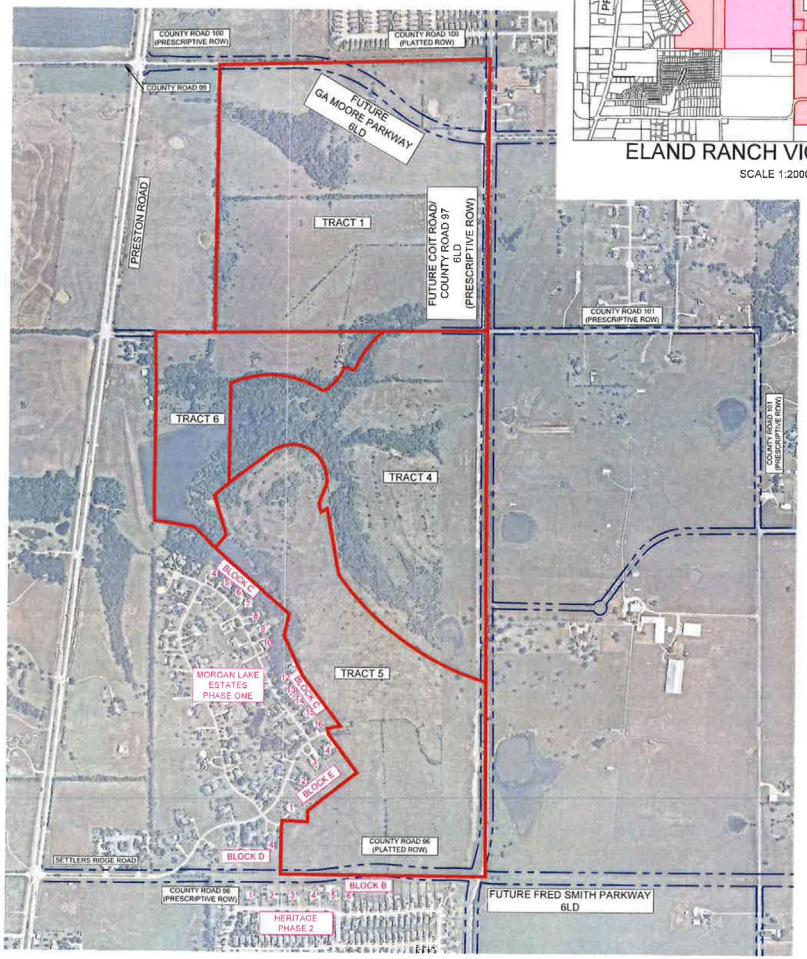
PD-36 TRACT RESTRICTIONS

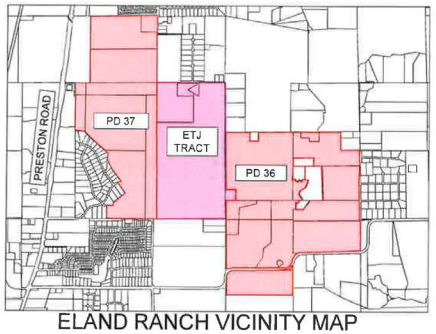
PD Section	PD-36 Regulations	1	2	3	6	7	8	11	Geographic Restriction
2.3.1, 2.3.2, 2.3.3, 2.3.4	Unless otherwise specified in these PD-36 Tract Restrictions, Lot Types SFA-TH, SFD-A, SFD-B, SFD-C, SFD-D, SFD-E, MF, NC, O-C and O-S may be located anywhere within PD-36. The maximum mean gross residential density within the overall PD-36 shall be 3.5 dwelling units per gross acre. The maximum mean gross residential density for PD-36 will be net of any area developed as Lot Type SFA-TH. The area developed as Lot Type SFA-TH will not exceed 10 units per gross acre. SFA-TH units need not be located adjacent to NC.	X	X	X	X	X	X	X	NONE
2.3.2	SFA-TH Lot Types shall be prohibited in Tract 3.			X					NONE
2.3.2	A maximum of 37.5 acres or 375 units shall be permitted to be developed as SFA-TH within Tracts 1, 2, 6 and 11 at a maximum density of 10 units per gross acre.	X	X		X			X	NONE
2.3.3	Single Family Residential Lots directly adjacent to CR 128 (Future Custer Road) right-of-way and adjacent to existing homes on the east side of CR 128 (Future Custer Road) shall maintain a minimum lot size of 14,000 square feet. Single Family Residential Lots not directly adjacent to the CR 128 (Future Custer Road) right-of-way, but within an average of 600 feet of the original east property line of Tract 3 shall maintain a minimum lot size of 12,000 square feet and an average lot size of 20,000 square feet. These residential lots are not subject to the 10% lot size reduction.			X					YES - Adjacent to CR 128
2.3.5	Single Family Residential Lots directly abutting the western property line of the John W. Rea 5.00-acre tract (C.C.C.F.# 92-0067368, L.R.C.C.T. /reference Exhibit B) and the James Ptasinski 6.00-acre tract (Vol. 3305 Pg. 795, L.R.C.C.T. I reference Exhibit B) shall be restricted to a minimum lot size of 10,000 square feet. This restriction shall not be applicable if the specified Rea or Ptasinski tracts are developed prior to the subject property or in conjunction with the subject property. The restrictions (and/or release of restrictions) shall be applied independently to the specified Rea and Ptasinski tracts (i.e., the specified Rea or Ptasinski tracts are developed independent of one another prior to the subject property or in conjunction with the subject property). These residential lots are not subject to the 10% lot size reduction.		X						YES - John W. Rea
3.4.1.8a	The portion of Tract 3 directly adjacent to the CR 128 (Future Custer Road) right-of-way shall be required to provide landscape buffer with a minimum width of 30 feet. The landscape buffer design shall incorporate a minimum 3-foot berm (measure from top of curb of adjacent thoroughfare). Installation of the landscaping and berms will be required for any portions of lots platted within the Tract 3 Restriction Zone as measured perpendicular from CR 128 (Future Custer Road). It is understood that the landscape buffer can be bisected with utilities and/or streets. Additionally, all landscaping included in the landscape buffer shall be irrigated.			X					YES - Adjacent to CR 128
3.4.1.8b	Single Family Residential Lots directly abutting the east property line of the John W. Rea 26.62-acre tract (C.C.C.F.# 92-0067367, L.R.C.C.T. I reference Exhibit B) shall be required to install two trees per lot along the common property line. [*required preferred tree list*] Single Family Residential Lots directly abutting the northern 300 feet of the west property line of the John W. Rea 5.00-acre tract (C.C.C.F.# 92-0067368, L.R.C.C.T. I reference Exhibit B) and the west property line of the James Ptasinski 6.00-acre tract (Vol. 3305 Pg. 795, L.R.C.C.T. I reference Exhibit B) shall be required to install a privacy hedge along the common property line to consist of eastern red cedar (or comparable planting material), installed on 30-foot centers. The existing tree lines along the common property lines of the John W. Rea 26.62-acre tract (C.C.C.F.# 92-0067367, L.R.C.C.T. / reference Exhibit B) and John W. Rea 5.00-acre tract (C.C.C.F.# 92-0067368, L.R.C.C.T. I reference Exhibit B) will be preserved to the greatest extent possible. It is understood that undesirable tree species (e.g., hackberry) may not be able to be preserved due to the species' relatively short lifespan and susceptibility to disease. The specific landscaping standards contained in this section (Section 3.4.1.8.c) [sic], shall not be applicable if the John W. Rea 26.62-acre tract (C.C.C.F.# 92-0067367, L.R.C.C.T. I reference Exhibit B), John W. Rea 5.00-acre tract (C.C.C.F.# 92-0067368, L.R.C.C.T. / reference Exhibit B) or James Ptasinski 6.00-acre tract (Vol. 3305 Pg. 795, L.R.C.C.T. I reference Exhibit B) develop prior to the subject property or in conjunction with the subject property. The restrictions (and/or release of restrictions) shall be applied independently to the specified Rea and Ptasinski tracts (i.e., the specified Rea or Ptasinski tracts are developed independent of one another prior to the subject property or in conjunction with the subject property).		X	X					YES - John W. Rea
3.4.1.10	Single Family Driveway/Alley Access. Upon development of the Tract 3 Restriction Zone west of CR 128/Future Custer Road, no private single-family driveway or alleys can connect directly to CR 128/Future Custer Road. The exception to this restriction is the single family uses in the Tract 3 Restriction Zone on the east side of CR 128/Future Custer Road.			X					YES - Adjacent to CR 128
3.5	The minimum floor area per dwelling unit only for lots within the Tract 3 restriction zone (i.e., within an average of 600 feet of the original east property line of Tract 3 and that portion of Tract 3 east of CR 128/Future Custer Road as depicted on the Concept Plan) shall be 2,400 square feet.			X					YES - Adjacent to CR 128
3.8	The maximum mean gross residential density within Tract 7 shall be 15 dwelling units per gross acre, or 438 units.					X			
3.8	The maximum permitted number of MF units within Tracts 1, 6, 7, 8 and 11 shall be 400 units.	X			X	X	X		
3.9	Restricted access or gated entrances shall be permitted as means of establishing a gated community within Tracts 1, 2, 3, 6, 7 or 11. [*See PD Ord. for more detail*]	X	X	X	X	X		X	NONE



PD-37 TRACT RESTRICTIONS

PD Section	PD-37 Regulations	1	4	5	6	Geographic Restriction
2.3.1, 2.3.2, 2.3.3, 2.3.4	Unless otherwise specified in these PD-37 Tract Restrictions, Lot Types SFA-TH, SFD-A, SFD-B, SFD-C, SFD-D, SFD-E, C-1, O-C, O-S, and NC may be located anywhere within PD-37. The maximum mean gross residential density within the overall PD-37 shall be 3.5 dwelling units per gross acre. The maximum mean gross residential density for PD-37 will be net of any area developed as Lot Type SFA-TH. The area developed as Lot Type SFA-TH will not exceed 10 units per gross acre or 300 total SFA-TH units. SFA-TH units need not be located adjacent to NC.	X	X	X	X	None
2.3.3	Residential lots immediately adjacent to Morgan Lakes Estates Phase One Lots 4-10, Block C; Lots 12-16, Block C; Lots 1-4, Block E; and Lot 4, Block D and Heritage Phase 2 Lots 1-6, Block B shall be required to be Residential Lot Type SFD-E. The single-family lot size within an average of 400 feet from the aforementioned lots within Morgan Lakes Estates Phase 1 and Heritage Phase 2, excluding the required SFD-E Lots, shall be an average of 15,000 square feet. It is understood that the planned development will allow incorporating floodplain and flood-prone areas in the lot calculation for minimum lot size requirements. These residential lots are not subject to the 10% lot size reduction.			X		YES if adjacent to Morgan Lakes/ Heritage
3.11	Restricted access or gated entrances shall be permitted as means of establishing a gated community within Tracts 1, 4, 5 or 6. Entrances shall provide adequate queuing spaces for vehicles waiting to access the community. In addition, adequate turnaround space shall be provided prior to entry into the community. The entrance shall have a minimum width of 20 feet to allow access for fire trucks. The gate shall be equipped with a Knox-Box or similar device to allow for access of emergency vehicles in the instance where the gated access is not manned. In the instance a gated entrance is provided, streets interior to the subdivision shall be Private Streets, and therefore, privately owned and maintained by a Homeowners Association. Private streets shall have a minimum right-of-way width of 40 feet, plus a 5-foot utility easement provided adjacent and parallel to each side of the right-of-way line.	X	X	X	X	NONE
3.4.1.8a	A landscape buffer containing a minimum width of 15 feet shall be provided for the southern boundary of Tract 5 adjacent to County Road 96. The landscape buffer shall be designated as a separate lot to be maintained by the HOA/POA. Installation of the landscaping will occur at the time of development of the platted lots immediately abutting CR 96. It is understood that the landscape buffer can be bisected with utilities and/or streets. Additionally, all landscaping included in the landscape buffer shall be irrigated.			X		YES - Adjacent to CR 96
3.4.1.8b	Two three-inch caliper trees will be required in the rear yard for each Single-Family residential lot directly abutting Morgan Lakes Estates Phase One Lots 4-10, Block C; Lots 12-16, Block C; Lots 1-4, Block E; and Lot 4, Block D and Heritage Phase 2 Lots 1- 6, Block B. These trees will be installed by the builder at the time of home construction. Existing trees being preserved by the homebuilder can be counted towards this requirement. The required planting shall be within 50 feet of the common property line of aforementioned lots within Morgan Lakes Estates Phase 1 or the northern edge of the required landscape buffer along CR 96, whichever is applicable. The developer will use good faith to preserve existing trees along the aforementioned Morgan Lakes Estates boundary provided these trees are in good health. It is understood that undesirable tree species (e.g., hackberry, etc.) may not be able to be preserved due to the species' relatively short lifespan and susceptibility to disease.			X		YES if adjacent to Morgan Lakes/ Heritage
3.4.1.8c	The western boundary of Tract 6 shall be required to provide a landscape buffer with a minimum width of 20 feet. The landscape buffer design shall utilize a living screen.				X	YES required buffer
3.4.1.9	No perimeter privacy fencing (e.g. wood plank, board-on-board) will be allowed on single family residential lots in Tract 5 within an average of 400 feet from Morgan Lakes Estates Phase One Lots 4-10, Block C; Lots 12-16, Block C; Lots 1-4, Block E; and Lot 4, Block D and Heritage Phase 2 Lots 1-6, Block B. However, interior privacy fencing shall be allowed, but cannot be any farther than 10 feet from the side wall (closest to the required side yard line) of the permanent building structure and must be within 50 feet of the rear wall (closest to the required rear yard line) of the permanent building structure.			X		YES if adjacent to Morgan Lakes/ Heritage
3.4.1.9	While not required, if a perimeter fence is installed along the western boundary of Tract 6, it may consist of masonry products or tubular steel with masonry columns or some combination thereof.				X	YES - if construct fence on
3.8	The maximum mean gross residential density within Tract 5 shall be 3.1 dwelling units per gross acre.			X		NONE





ELAND RANCH VICINITY MAP

SCALE 1:2000

9-18-23

PD 37 AMENDED CONCEPT PLAN
PAGE 2 OF 2

OWNER:
Central Frisco, Ltd
16400 Dallas Pkwy, Suite 100
Dallas, TX 75248
972-382-4004
Contact: Van Nichols

ENGINEER / SURVEYOR:
Kimley-Horn and Associates
State of Texas Registration No. F-928
6160 Warren Parkway
Suite 710
Frisco, TX 75034
P (972) 335-3580
Contact: Casey Ross

Kimley»Horn

September 2023

EXHIBIT E
DEVELOPMENT REGULATIONS

This **Exhibit E** shall apply only to the Property.

1. General Provisions

1.1 Zoning Ordinance. Terms used in these Development Regulations shall have the same definition as given in Chapter 14 of the City's Code, the Comprehensive Zoning Ordinance in effect on the Effective Date of the Original Development Agreement (the "Zoning Ordinance") unless otherwise defined herein. In the event of a conflict between these Development Regulations and the Zoning Ordinance, these Development Regulations shall control.

1.2 Concept Plan. The Concept Plan on **Exhibit D** (the "Concept Plan") shall serve as the concept plan for the Property.

1.3 Base Zoning Districts Established. The Property may be developed in accordance with the standards of the Single Family Residential (SF-R) zoning district in the Zoning Ordinance, as modified by this **Exhibit E**. In addition, the Wilson Property may be developed in accordance with the standards of the C-1 Retail zoning district regulations in the Zoning Ordinance, as modified by this **Exhibit E** including the following:

1.3.1 The maximum main building height shall be 45 feet. For accessory buildings, the maximum building height shall be one story or 25 feet.

1.3.2 The minimum lot area shall be 6,000 square feet.

1.3.3 The minimum lot width shall be 60 feet.

1.3.4 The minimum lot depth shall be 100 feet.

1.3.5 The minimum front yard setback shall be 25 feet. All yards adjacent to a street shall be considered a front yard.

1.3.6 The minimum side yard setback shall be 8 feet, except that the minimum shall be 15 feet adjacent to a public street or residential lot. When retail uses are platted adjacent to other retail uses and integrated into an overall shopping center site, creating lease spaces abutting one another, no side yard is required provided it complies with the city's building code.

1.3.7 The minimum rear yard setback shall be 15 feet.

1.3.8 Any non-single-family use that is over one story in height and that is located adjacent to (and not across any right-of-way from) any single-family zoning district shall be set back from the applicable prope1ty line by 25 feet.

1.3.9 The minimum open space requirement shall be 15 percent of the total lot area.

1.3.10 The maximum impervious surface shall be 80 percent of the total lot area, including main buildings, accessory buildings, parking lots, and loading areas.

1.3.11 There shall be no maximum building size for nonresidential structures.

1.3.12 There shall be a minimum 30-foot separation between nonresidential structures.

1.3.13 A minimum of one (1) vehicular points of connection to adjacent roadways is required.

1.3.14 New construction of nonresidential buildings within the Wilson Property shall be in compliance with the architectural standards for nonresidential buildings in Article 14.04, Part 1 of the City's Code of Ordinances in effect on the Effective Date (the "Architectural Standards"), except as follows:

a. Windows and glazing shall be limited to a minimum of ten percent (10%) and maximum of eighty percent (80%) of each building elevation facing a street, major access drive, or side yard greater than ten (10) feet.

b. Category A building materials shall include glass.

1.4 ***Maintenance and Improvements.*** Prior to the issuance of a building permit for the initial phase of development, a property owner's association, membership association, or other legal entity shall be formed.

1.5 ***Drainage Analysis.*** Per the City's subdivision regulations in effect on the Effective Date of the Original Development Agreement and in compliance with Section 3 of the City's Engineering Standards, the developer will conduct a drainage analysis to determine the impact the development will have on the immediate downstream receiving stream(s).

2. Land Use Areas & Lot Types Defined

2.1 ***Land Use.*** Permitted uses are set forth in this Section 2.1. If a use is not listed in this Section 2.1, it is prohibited.

2.1.1 *Permitted Uses*. Unless otherwise noted, the following uses are permitted by right:

a. Agriculture, including the raising of field crops and horticulture, and farming, including horse and cattle operations, but excluding feedlots, poultry farms, and kennels. Barns and other facilities utilized for the general practice/operation of agricultural activities are permitted by right.

b. Amenity centers, private.

c. Buildings and installations geographically necessary to operate a public utility, but not including general office, material yards or repair shops. Such facilities shall observe yard space rules, but shall not be required to provide the full lot size and lot width requirement.

d. Churches, synagogues, chapels and similar places of religious worship and instruction of a quiet nature.

e. Country clubs.

f. Greenhouses.

g. Open space and associated amenities and improvements.

h. Parks, Open Space and recreation areas including swimming pool facilities, water parks, clubhouses, sport courts and other similar facilities operated by public or private entities.

i. Private streets/gated community. Permitted by CUP.

j. Public or private golf course and related facilities.

k. Public and quasi-public buildings for cultural use.

l. Ranch and farm dwellings pertaining to agricultural operations.

m. Recreational camps operated by public, charitable or religious organizations.

n. Riding academies.

o. Single Family Detached-Type A ("SFD-A").

p. Single Family Detached-Type B ("SFD-B").

q. Single Family Detached-Type C ("SFD-C").

r. Single Family Detached-Type D ("SFD-D").

s. Single Family Detached-Type E ("SFD-E").

t. Single Family Detached-Type F ("SFD-F").

u. Temporary construction offices, field offices, and storage yards associated with development of the Property, which may be located in trailers.

2.1.2 Additional Uses Permitted Only on the Wilson Property. The following additional uses are permitted by right only on the Wilson Property:

a. Alcoholic Beverage Sales

b. Alternate Energy/Solar Panels & Devices

c. Alternate Energy/Wind Energy Conversion System

d. Assembly Uses, Churches & Places of Worship

e. Auto, Gas Pumps/Fuel Sales

f. Auto Repair, Minor

g. Auto Sales, Accessories Only

h. Auto Parking Garage

i. Auto Parking Lot

j. Auto Wash, Full-Service

k. Auto Wash, Secondary Use

l. Auto Wash, Self-Service

m. Bank, Savings & Loan, or Credit Union

n. Bar

o. Batch Plant, Temporary

p. Brewery, Brewpub, Distillery, & Winery

q. Building Material & Hardware Sales, Major

r. Building Material & Hardware Sales, Minor

s. Catering, Service & Sales

t. Child Care Center, Primary Use

u. Child Care Center, Secondary Use

v. Clinic, Animal (no outside runs)

w. Clinic, Emergency Care or Medical Lab

x. College, University, or Trade School

y. Commercial Amusement, Indoor

z. Commercial Amusement, Outdoor

aa. Communication Antenna Tower

bb. Construction Yard, Field Office, Temporary

cc. Dwelling, Live-Work Unit

dd. Farmers Market

ee. Funeral Home/Mortuary

ff. Greenhouse or Nursery, Retail

gg. Gun or Archery Range, Indoor

hh. Gymnastics/Dance Studio/Martial Arts Studio

ii. Health/Fitness Center

jj. Heliport

kk. Hospital

ll. Kennel, Indoor (no outside runs)

mm. Laundry/Dry Cleaning, other than commercial plant

nn. Media Studio (Radio/Television/Cable)

oo. Mini-Warehouse/Self-Storage

pp. Municipal Uses Operated by the City of Celina

qq. Museum/Art Gallery

rr. Office, Administrative, Medical, or Professional

ss. Office, with Showroom/Warehouse/Distribution

tt. Park or Playground

uu. Parking Structure

vv. Personal Service

ww. Printing, Minor Retail Shop

xx. Restaurants

yy. School, Private (K-12)

zz. School, Public (K-12)

aaa. Seasonal Sales

bbb. Store, Big Box and/or Grocery

ccc. Store, Convenience

ddd. Store, General Retail

eee. Store, Regional Mall

fff. Store, Secondary Use

ggg. Store, Tire Dealer, without Outside Display

hhh. Telephone Exchange Facility

iii. Theatre, Indoor

2.1.3 *Permitted accessory uses.* The following accessory uses are permitted in connection with a main use/principal use on the same property:

a. Living quarters for persons regularly employed on the premises; but not including labor camps or dwellings for transient labor.

b. Guest houses.

c. Home occupations per the Zoning ordinance.

d. Offices incidental to and necessary for conducting a permitted use.

e. Parking areas.

f. Private garages, stables, and barns.

g. Nameplates and non-illuminated signs not to exceed 20 square feet in area identifying the premises, but not containing over 20 percent brand advertising.

h. Other accessory uses and buildings customarily appurtenant to a permitted use, including, but not limited to, associational meetings, religious gatherings, and social activities.

2.1.4 Additional permitted uses within structures existing on the Property on the Effective Date*:

a. Bed and breakfast

b. Field office**

c. Restaurant

d. Office space

e. Meeting space or retreat

f. Sporting events/sports facilities

*To the extent required by the applicable City building and fire codes, the portions of the existing structures on the Property being modified must comply with such codes.

**Staff shall be authorized to approve minor modifications to the Governing Regulations for the purpose of facilitating the conversion of existing homes on the Property into field offices.

2.2 Open Area / Recreational Facilities.

2.2.1 Open Space Definition. "Open Space" means land that does not have a slope greater than 4:1 and that is used for passive or active recreation. Open Space shall generally be undeveloped, but may include recreational facilities an improvements, such as trails, lakes, ponds, fountains, pavilions, seating areas, public art, lighting, and signage. At the time of general development plan approval, the Commission may recommend, and the City Council may allow, full or partial credit for open areas that exceed a 4:1 maximum slope if it is determined that such areas are environmentally or aesthetically significant and that their existence enhances the development or the surrounding area.

2.2.2 Open Space Requirement. A minimum of 8% of the acreage within the combined Original Property and the Property shall be committed to Open Space at the time of full build out. Required Open Space may include areas set aside for detention and retention purposes, as long as those areas are amenitized. Open Space areas, other than amenity centers and gated areas maintained by a homeowners association, shall be open to the public. Open Space shall be maintained by a homeowners association or the District. No physical improvements are permitted within the floodplain (as defined in the City's Engineering Standards), but construction is allowed in those areas that have been reclaimed from the floodplain per Section 3.15 of the City's Engineering Standards.

2.3 Signage. All signage provided on the Property shall be in conformance with the standards defined below. The overall design, style and color of the signage shall be included in a future Master Sign Plan to be submitted to the City. The Master Sign Plan shall be subject to approval by the City Administrator or his or her designee. No signage shall be erected, installed or otherwise placed prior to the submittal and approval of the Master Sign Plan, unless permitted separately through the City's standard sign permitting process. The maximum restrictions defined herein shall be permitted to be exceeded if contained in a Master Sign Plan application subject to approval by the City Administrator or his or her designee. In lieu of the Master Sign Plan permit process, the owner/developer (at his/her option) may follow the City's standard sign permitting process (per individual signs and/or the overall development).

2.3.1 Development Main Identification. Development Main Identification signs shall be constructed as a permanent monument sign and serve the purpose of identification of both residential and commercial land uses within the overall development.

a. Number and Location. A maximum of two signs shall be permitted at each main entry to the development and only located adjacent to an arterial or collector thoroughfare. The specific locations of each sign shall be subject to approval of a Master Sign Plan, with permits not to be unreasonably held.

b. Sign Faces. A maximum of two sign faces shall be permitted.

c. Maximum Surface Area. A maximum surface area of 1,000 square feet shall be permitted for each sign face. If a decorative background element such as tile, stucco, masonry or other building material is used, the maximum sign face area for such decorative treatment may be expanded 24 inches measured from the sign face area in each cardinal direction.

d. Maximum Height. The sign shall not exceed 40 feet from average finished grade.

e. Time Period. Development Main Identification signs are intended to be permanent in nature and shall be allowed for the life of the sign permit.

2.3.2 Ramble Way Frontage. At the main entry into the development, Ramble Way Frontage signs shall be constructed as a permanent monument sign and serve the purpose of identification of each neighborhood or village within the overall development. Signage may include project logos, brands and/or names, and shall be of a similar type and style throughout the development.

a. Number and Location. A maximum of one sign shall be permitted at the main entry to each neighborhood or village. Signs shall be generally located internal to the overall development. The specific locations of each sign shall be subject to approval of a Master Sign Plan, with permits not to be unreasonably held.

b. Sign Faces. A maximum of two sign faces shall be permitted.

c. Maximum Surface Area. A maximum surface area of 50 square feet shall be permitted for each sign face. If a decorative background element such as tile, stucco, masonry or other building material is used, the maximum sign face area for such decorative treatment may be expanded 24 inches measured from the sign face area in each cardinal direction.

d. Maximum Height. The sign shall not exceed 10 feet from average finished grade.

e. Time Period. Neighborhood Identification signs are intended to be permanent in nature and shall be allowed for the life of the sign permit.

2.3.3 Preston Frontage. Preston Frontage signage shall be located along Preston Road and be for communicating pricing, new phases coming soon, lot sales, and neighborhood information for the community. Preston Frontage signs may contain the project logos, brands and/or names and shall be of a similar type and style to other signs throughout the development. Preston Frontage signage may be constructed as temporary or permanent signage.

a. Number and Location. A maximum of one sign shall be permitted along Preston Road. The sign shall be located on private property and not in the public right of way.

b. Sign Faces. A maximum of two sign faces shall be permitted.

c. Maximum Surface Area. A maximum surface area of 100 square feet shall be permitted for each sign face.

d. Maximum Height. The maximum height of the overall sign structure shall not exceed 18 feet from average finished grade.

e. Time Period. The sign shall be removed upon sale, lease or rental of all of the property within the overall development.

2.3.4 Construction/Field Office/Model Home/Community Center. A Construction/Field Office/Model Home / Community Center sign shall be a temporary sign with the purpose of identifying a model home, community center or field office.

a. Number and Location. A maximum of one sign shall be permitted for each model home, community center or field office. Signs shall be located on the lot and shall not be located in any public right-of-way.

b. Sign Faces. A maximum of two sign faces shall be permitted.

c. Maximum Surface Area. A maximum surface area of 50 square feet shall be permitted for each sign face.

d. Maximum Height. The sign shall not exceed 10 feet from average finished grade.

e. Time Period. Signs shall be removed upon sale, lease or rental of all of the property within the overall development.

2.3.5 Development. For purposes of this Section 2.3, the terms "development" and "overall development" mean the development consisting of the Property and the Original Property.

2.3.6 Other Signage. Other signage not specifically described above shall be permitted subject to approval of a Master Sign Plan by the City Manager or his or her designee.

2.4 Specific Lot Type Regulations. All land, buildings and structures located within the Property, which are occupied, used, erected, altered, removed, placed, demolished, or converted shall be done so in conformance with the regulations for the applicable lot type. The following sections describe land use regulations applicable to the each corresponding lot type.

2.4.1 Lot Access. Residential lot types SFD-B, SFD-C, SFD-D, SFD-E, and SFD-F shall be permitted access either from the rear of the lot

via an alley or from the front of the lot via a residential street. SFD-A lot types will require access from the rear of the lot via an alley. Side yard garages will be allowed on all residential lots. Where access is provided from the front property line, garages shall be recessed a minimum of three feet from the main building.

2.4.2 Flag Lots.

a. Flag lots shall be allowed per the standards in this section. A Flag Lot shall be defined as a lot with two distinct parts: (a) The "Flag", which is the only building site; and is located behind another lot. (b) The "Pole", which connects the flag to the street; provides the only street frontage for the lot; and at any point is less than the minimum lot width for the zone.

b. Flag lots shall be allowed only in Single-Family Residential Lot Types SFD-D, SFD-E, and SFD-F. Frontage. Each flag lot shall have at least 15 feet of street frontage and at least 15 feet of width for the entire length of the "Pole." The area of the "Pole" portion of the lot shall not be included in the calculation of the minimum lot area.

c. Driveways shall be designed to allow vehicles to drive out forward. The "Pole" must be part of the flag lot, connect to a street and be under the same ownership as the "Flag" portion of the lot. Access easements to allow for use of the "Pole" by another lot are allowed.

d. A maximum of only 1% of the residential lots within the Property shall be permitted to be developed as Flag Lots.

e. In the case of flag lots, a front setback extends across the entire "Flag" portion of the lot and does not include the "Pole" portion of the lot.

2.4.3 On-Street Parking. On-street parking spaces shall be permitted, but cannot be used to satisfy off-street parking requirements for single family homes. Parking spaces may be provided in the right-of-way and shall conform to City standards for vehicle parking areas. Where provided, on-street parking spaces shall be counted to satisfy the minimum off-street parking requirements for amenity centers and other such amenity related uses.

2.4.4 Property Development Regulations. Residential development of the Property shall comply with the following development standards, which shall be the exclusive lot area, lot width, lot depth, maximum lot coverage, impervious coverage, and setback requirements applicable to residential development of the Property:

Lot Type[6]	Min Lot Area[1]	Min Lot Width[5]	Min Lot Depth	Max Lot Coverage[2]	Minimum Setbacks Front[1, 3]	Rear[1]	Interior Side	Corner Side
SFD-A	4,000 sf	40 ft	100 ft	65%	10 ft	10 ft	5 ft[4]	15 ft
SFD-B	5,500 sf	50 ft	110 ft	60%	10 ft	10 ft	5 ft[4]	15 ft
SFD-C	7,0 00 sf	60 ft	100 ft	60%	10 ft	10 ft	5 ft	15 ft
SFD-D	8,000 sf	70 ft	110 ft	60%	10 ft	10 ft	7 ft	15 ft
SFD-E	9,000 sf	75 ft	120 ft	50%	10 ft	10 ft	8 ft	15 ft
SFD-F	43,560 sf	80 ft	120 ft	50%	10 ft	10 ft	15 ft	15 ft

Notes

1. The combined total front and rear setback must be a minimum of 40 feet with the minimum of either being 10 feet.
2. If a zero or reduced lot line product is planned, the total distance between dwelling units shall be per the adopted Building Codes and Fire Codes of the City.
3. Where front porches are provided, they shall be permitted to encroach a maximum of 5’ into the front setback line.
4. A 10'/0' or an 8'/3' minimum side yard setback is allowed for SFD-A and SFD-B lot types. A roof overhang may extend a maximum of eighteen (18) inches into the neighboring property. The "zero" side shall be designated on the final plat along with a minimum five (5) foot wide access, maintenance, and use easement for all lots adjacent to lots with a "zero" side.
5. Lot width shall be measured along the arc at the platted front building line. Lot width may be reduced by 20% on lots fronting on cul-de-sacs, eyebrows, and inside curves. On all lots, a minimum of 30 feet of frontage along the right-of-way is required.
6. For all lot types, j-swing garages may overhang the front building line by five feet.
7. Smaller lots may be clustered to allow for a greater open space area to be owned and managed by the HOA.
8. If no curb is present, the minimum side yard on a corner shall be 10' from the pavement edge.

2.4.5 Open Space. This section shall apply to all open space areas.

a. Permitted Uses. The following uses shall be allowed only within portions of the Property designated on a plat as common area or open space.

1. Buildings and installations necessary to operate a public utility excluding, however, general office use, material yards or repair shops. Such facilities shall observe yard space requirements, but shall not be required to satisfy lot size or lot width requirements.
2. Parks and recreation areas operated by the City, any utility district, or any homeowner association.
3. Private garages and barns to house maintenance equipment of any utility district or any homeowner association.
4. Private amenity areas and facilities, including but not limited to the pools, cabanas, clubhouses, playgrounds, boat docks, and

similar amenity areas and facilities.

b. Accessory Buildings.

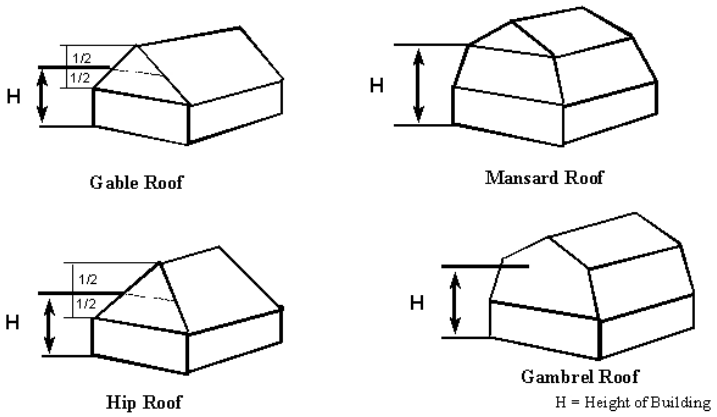
1. Definition. "Accessory Buildings" mean a subordinate building or structure, detached or attached by a breezeway and used for a purpose customarily incidental to the main structure such as a private garage for automobile storage, greenhouse, home workshop, guest/caretaker quarters or office for a home business, so long as such business is not adverse to the use and enjoyment of adjacent residential property and does not include the employment of additional persons, and does not increase parking and does not involve customers or clients visiting the premises.

2. Property Development Regulations. Accessory Buildings shall be subject to the following regulations.

- *Front Yard Setback.* Attached Accessory Buildings shall have a front yard not less than that required for the main building. Detached Accessory Buildings shall be located in the area defined as the rear yard.
- *Side Yard Setback.* There shall be a side yard for any detached Accessory Building of not less than three feet from any side lot line or alley line, except that adjacent to a side street the side yard requirement shall be the same as that required for the main building. A detached Accessory Building on a corner lot with garage doors which open directly to and is entered from the side street shall provide a side yard of not less than twenty feet. Maximum overhang of roof an Accessory Building into the required side yard is eighteen inches.
- *Rear Yard Setback.* There shall be a rear yard for any Accessory Building of not less than three feet from the rear property lot line. Garages or other detached Accessory Buildings located within the rear portion of the lot as heretofore described shall not be located closer than ten feet to the main except that a breezeway not exceeding fifteen feet in height shall be permitted connecting the dwelling structure to an Accessory Building, provided it is open on all sides from the eaves of the roof to the ground. Garages that open directly to and are entered from an alley shall not be located nearer than ten feet to the rear lot line. Maximum overhang for roofs of Accessory Buildings into the required rear yard is eighteen inches.

- *Height.* No accessory structure may be of a height that exceeds the main building.

2.5 ***Building Height.*** The maximum building height for SFD-A, SFD-B, SFD-C, SFD-D, SFD-E and SFD-F lot types shall be limited to 2½ stories or 40 feet. Building height shall be measured to the highest point of a roof surface of a flat roof or the mean height level between the eaves and ridge of a gable, hip, mansard, or gambrel roof.



2.6 ***Garage Doors.*** Garages with 'L' or 'J' hook driveway entrances shall be permitted in Residential Lot Types SFD-A, SFD-B, SFD-C, SFD-D, SFD-E and SFD-F. In order to allow for the utilization of 'L' or 'J' hook driveway entrances on smaller residential lot types, Residential Lot Types SFD-A, SFD-B, and SFD-C shall be permitted a ten foot mutual access easement, with a five foot easement on each adjacent property. The mutual access easement shall be provided for common ingress/egress purposes and shall be maintained by the abutting property owners. The portion of the access easement located on the adjacent property shall not be utilized in calculating minimum lot width. Side yard garages will be allowed on all residential lots.

2.7 ***Maximum Mean Gross Residential Density.*** The maximum mean gross residential density within the Property shall be 4.2 dwelling units per gross acre.

2.8 ***Local Residential Street Grades.*** In order to preserve the existing topography and terrain, local residential street grades shall be permitted a maximum of eight percent, unless otherwise approved by the City Engineer or his or her designee.

2.9 ***Restricted Access/Gated Entrances.*** Restricted access or gated entrances shall be permitted as means of establishing a gated community. Entrances shall provide adequate queuing spaces for vehicles waiting to access the community. In addition, adequate turnaround space shall be provided prior to entry into the community. The

entrance shall have a minimum width of 20 feet to allow access for fire trucks. The gate shall be equipped with a Knox-Box or similar device to allow for access of emergency vehicles in the instance where the gated access is not manned. In the instance a gated entrance is provided, streets interior to the subdivision shall be private streets, and therefore, privately owned and maintained by a Homeowners Association. Private streets shall have a minimum right-of-way width of 40 feet, plus a 5-foot utility easement provided adjacent and parallel to each side of the right-of-way line.

2.10 Plat Submittals. All plat submittals required by the City's subdivision regulations shall be considered to conform to the City's comprehensive plan and development regulations if the submittal complies with this Agreement. Development shall comply with the City's subdivision regulations and engineering design standards in effect on the Effective Date of the Original Development Agreement, except as follows:

2.10.1 Block Length. The maximum block length shall be 1,200 feet (the length of the block face between two intersections). Exceptions to the block length requirement may be granted for special circumstances or conditions affecting the property. Exceptions shall be requested as a subdivision ordinance variance and presented to the Planning and Zoning Commission and the City Council at the time of Construction/General Development Plan consideration. Pecuniary interests standing alone shall not be justification for the granting of a variance.

2.10.2 Cul-de-Sac Length and Diameter. The maximum cul-de-sac length is 600 feet. The bulb right-of-way radius shall be fifty (50) feet.

2.10.3 Jog. The minimum street jog shall be 125 feet.

2.10.4 Tree Surveys. Tree surveys are required as part of the General Development Plan (GDP) and shall only apply to the area of the proposed development. Trees being preserved in such areas as creeks, open space, and similar areas do not have to be tied. It is understood that only trees that are marked with ties will be eligible for preservation credits and illustrated on a tree survey. Except as otherwise provided in this section, compliance with Section 14.05.090 of the City's Code of Ordinances in effect on the Effective Date of the Original Development Agreement is required.

2.10.5 Development shall meet or exceed the design criteria outlined below:

a. Residential Lot Grading:

1. The driveway slope shall not exceed 10%.

2. The horizontal side yard slope shall not exceed 3:1. The minimum longitudinal side yard slope shall not be less than one (1) percent, unless structurally supported.

b. Paving:

1. Residential streets may be 29 feet wide back to back. Roll over curbs are permitted in all neighborhoods. Residential streets for alley load lots may be

reduced to 27 feet wide.

2. The street grade shall not be less than 0.6%.

3. Residential sidewalks shall be five (5) feet wide, and the placement of the outside edge of the walk shall typically be inline with the right-of-way or within a sidewalk easement. Sidewalks along a four-lane or a six-lane divided thoroughfare shall be six (6) feet in width.

c. Miscellaneous

1. Street lights shall be located a maximum of 500 feet apart. An ornamental street light fixture and pole shall be selected from those available through the electric provider. The light standard selected shall be used throughout the development.

2. All roadway intersections shall be within five (5) degrees of 90 at the intersection of the two rights-of-way unless otherwise approved by the City Engineer.

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Dusty McAfee, Director of Development Services
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Victoria Kiker
Date:	October 8, 2024
Re:	Masonic Lodge (Property ID 2041418) – Development Agreement (McAfee)

Action Requested:
Conduct a public hearing to consider and act upon a request for a Development Agreement on approximately 2 acres of land; generally located north of future O'Brien Drive and approximately 1,300 feet east of future Legacy Drive, within the Extraterritorial Jurisdiction (ETJ). (Masonic Lodge (Property ID 2041418) – Development Agreement) (McAfee)

Background Information:
This request is for a Development Agreement on approximately 2 acres of land, generally located north of future O'Brien Drive and approximately 1,300 feet east of future Legacy Drive, within the Extraterritorial Jurisdiction (ETJ). The property, identified as the Masonic Lodge (Property ID 2041418), is currently within the ETJ and subject to a pre-annexation agreement that expires in 2035. The Development Agreement outlines the terms for future annexation and zoning of the property. The applicant's proposal contemplates Commercial, Office, & Retail District (C) zoning. The agreement also supports reduced architectural standards for the rear meeting facility, provided that a masonry base and stucco are used, with metal materials being prohibited.

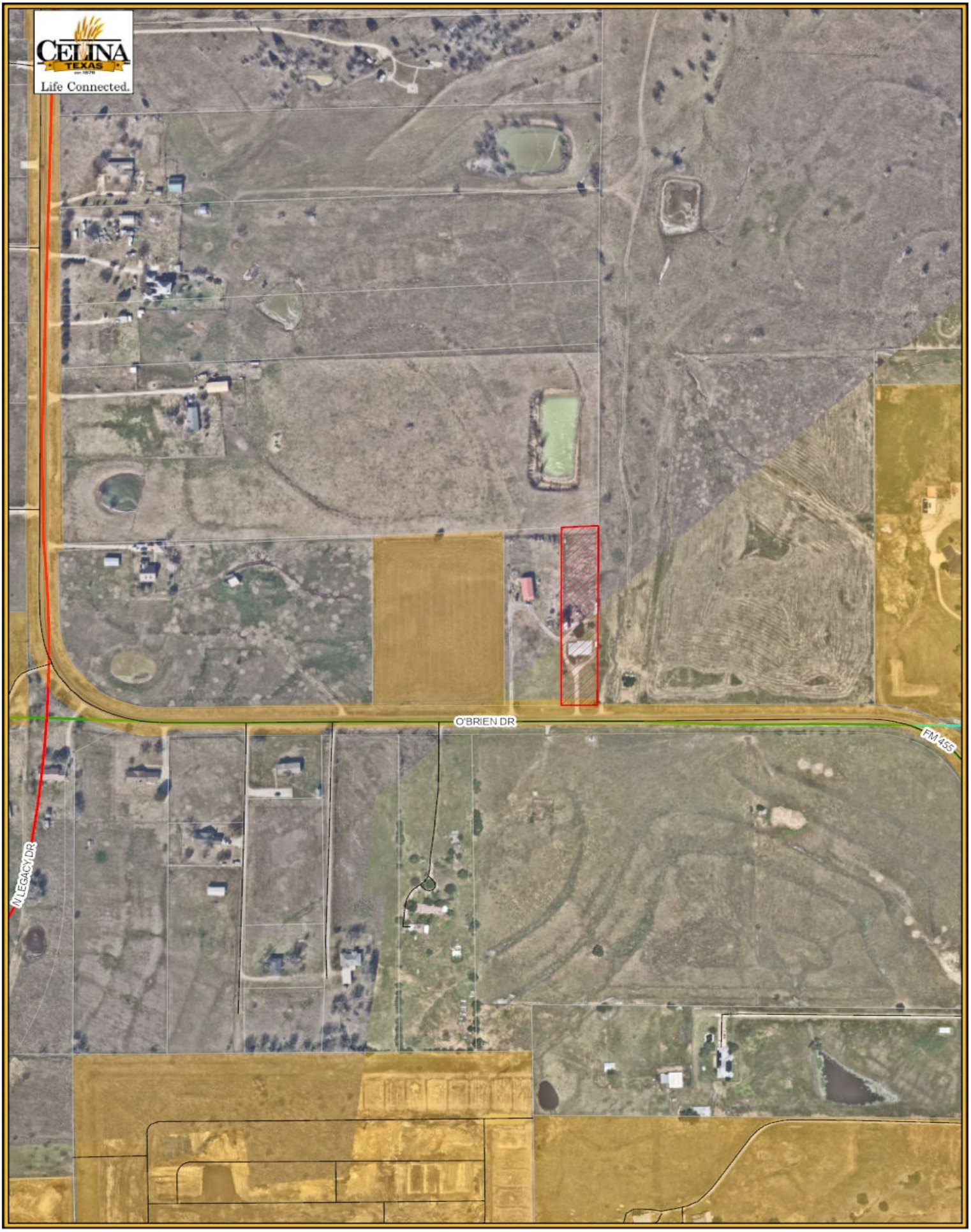
Additionally, the Development Agreement will annex the 2-acre property into the City Limits, allowing City standards to supersede County regulations. This annexation and proposed zoning would give the City land use control over a parcel adjacent to a future Celina ISD school site. The Masonic Lodge plans to vacate its current downtown square location, making way for more suitable development opportunities. The proposed "barn" structure is currently allowed as an accessory structure to the existing residence, though it will be converted for non-residential use under this proposal. Please refer to the attached documents for further information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
1. Location Map
2. Staff Presentation
3. Draft Development Agreement

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.



Legend

- Subject Property
- 200ft Buffer
- Notification Parcels
- City Limits
- Roads
- Parcels

Masonic Lodge Location Map

City of Celina

8/27/2024

N
W E
S

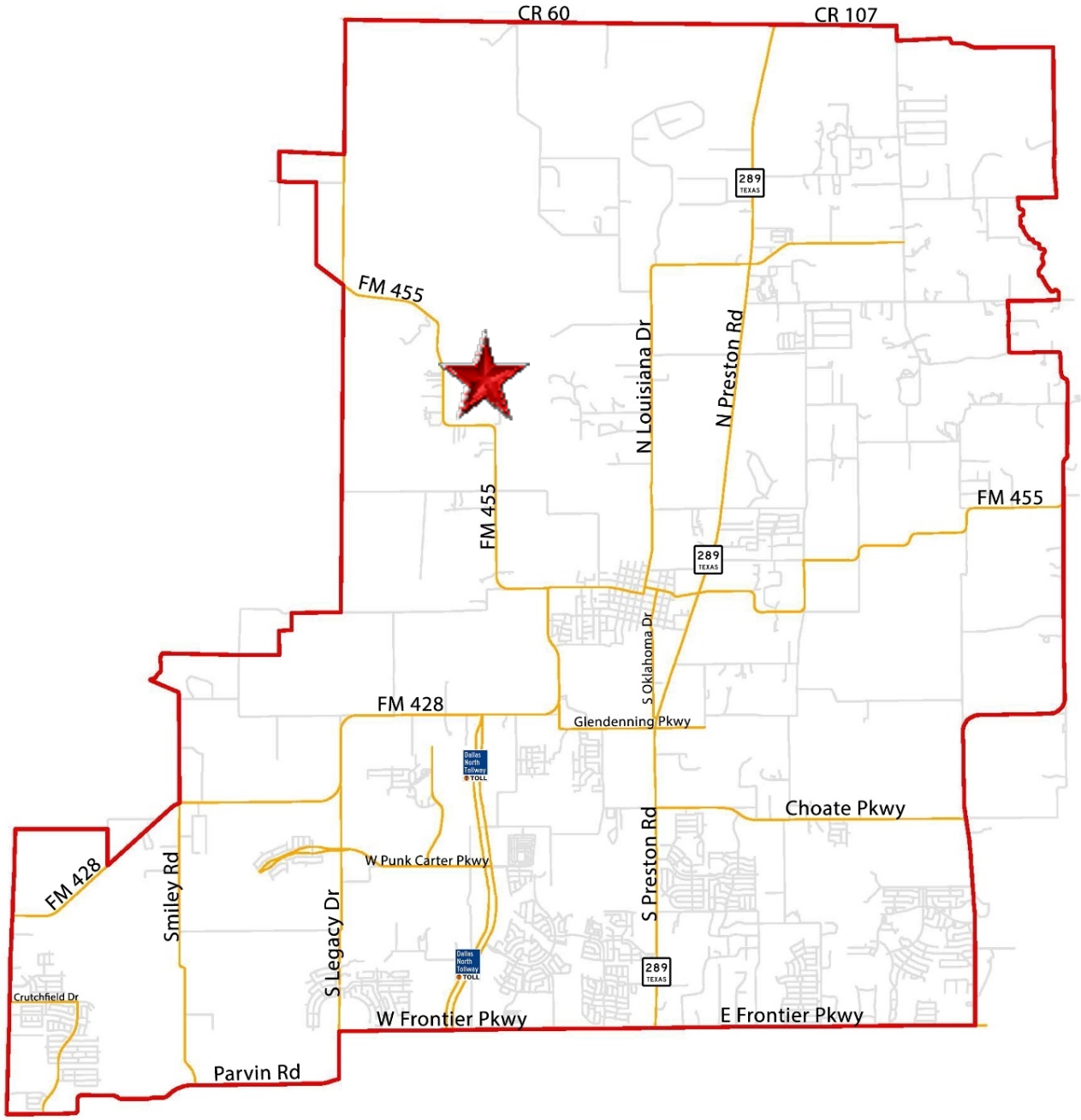
0 275 550

Feet

MASONIC LODGE

Development Agreement

City Council
October 8, 2024


CR 60
CR 107
289
TEXAS
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
TEXAS
S Oklahoma Dr
FM 428
Glendenning Pkwy
Dallas North Tollway TOLL
Choate Pkwy
W Punk Carter Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Preston Rd
Dallas North Tollway TOLL
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd

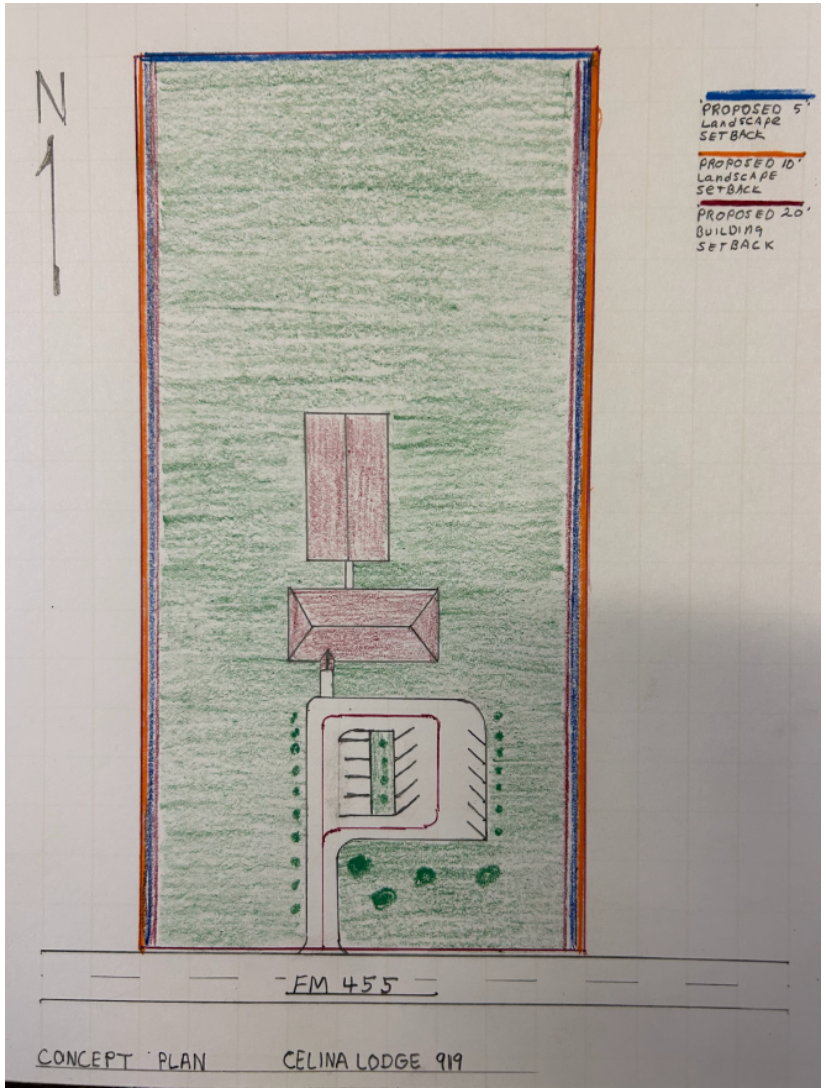
LOCATION MAP

The subject property is generally located north of FM 455 and east of future Legacy Drive

BACKGROUND

- The subject property is approximately 2 acres within the Extraterritorial Jurisdiction (ETJ)
- The Masonic Lodge requests to move out of its current location in downtown to a new property (generally at the bend of FM 455, east of Legacy Hills and north of La Terra) to continue its membership
- The property is currently within the ETJ with a pre-annexation agreement that expires in 2035
- The Development Agreement outlines the future annexation and zoning for the property

CONCEPT PLAN



OVERVIEW

- The Development Agreement contemplates:
  - ➢ Base zoning of Commercial, Office, & Retail District (C)
  - ➢ Reduced architectural standards for the rear meeting facility, so long as a masonry base and stucco are provided (metal is not permitted)
  - ➢ Concrete parking and one point of access (until adjacent property develops & ties into it)
  - ➢ Water and sewer until future expansion or when available

POLICY CONSIDERATIONS

- The DA will bring an additional 2 acres into the City Limits, allowing City standards to apply instead of County regulations
- The proposed annexation & zoning will give the City land use control over a parcel adjacent to a future Celina ISD school site
- The Masonic Lodge would vacate the existing location on the downtown square, allowing for a more appropriate use
- The proposed “barn” is allowed today as an accessory structure to the existing home (if not being converted to non-residential as proposed)

RECOMMENDATION

- There was no public feedback at the public hearing
- The Commission verified with Staff that the parking was concrete and the facilities would meet Building/Fire codes
- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in September
- Staff recommends approval as presented

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Joshua and Jamie Vest (the "Owner") and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

WHEREAS, certain capitalized terms used herein are defined in Article I; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Owner and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, on the date the City Council voted to approve this Agreement, Owner owns 1.266 acres of land, generally located at the west of County Road 946 and north of Farm to Market Road 455, which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Collin County, Texas and is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

WHEREAS, on the date the City Council voted to approve this Agreement, a purchase agreement for the Property has been executed between the Owner and a buyer that intends to develop the Property as an assembly hall (the "Development"); and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements, except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the concept plan attached hereto as **Exhibit C** (the "Concept Plan"), the development standards attached hereto as **Exhibit D** (the "Development Standards"), and the elevations attached hereto as **Exhibit E** (the "Elevations"); and

WHEREAS, the Owner intends to construct and/or make financial contributions to certain onsite and/or offsite public improvements to serve the Development; and

WHEREAS, in consideration of the Owner's agreements contained herein to develop the Property as envisioned by the Parties, and to incentivize the development of the Property, the City has agreed to reduce the capital recovery fees for the development of the Property as specifically set forth in this Agreement; and

WHEREAS, the City holds the certificates of convenience and necessity (the "CCN") to provide retail water and wastewater service to the Property, and the Parties intend for the City to provide retail water and wastewater service to the Property; and

WHEREAS, subject to any cost participation undertaken by the City for oversizing water or wastewater facilities inside the Property to serve surrounding properties, the Development may require Owner to build certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; landscaping; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements" and together with the Roadway Improvements, Water Improvements, and Wastewater Improvements (the "Public Infrastructure"); and

WHEREAS, the Parties have determined that the Development will add value by providing additional ways to serve the community with additional places for community events within the City; and

WHEREAS, the City and the Owner agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

WHEREAS, the Parties contemplate that the Owner execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-3 of Texas Local Government Code, Chapter 43, as forth in Article IV below; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

CCNs mean certificates of convenience and necessity.

City is defined in the introductory paragraph.

City Assignee is defined in Section 9.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and

adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Concept Plan means the concept plan as shown in **Exhibit C**, as amended in accordance with this Agreement.

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Effective Date is the date in the introductory paragraph.

Elevations means the elevations as shown in **Exhibit E**, as amended in accordance with this Agreement.

Eminent Domain Fees is defined in Section 2.5.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

Notice is defined in Section 11.2.

Onsite Public Improvements is defined in the Recitals.

Owner is defined in the introductory paragraph.

Owner Assignee is defined in Section 9.1(a).

Parties means the Owner and the City.

Party means the Owner or the City.

Property is defined in the Recitals.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property, including the Onsite Public Improvements and the Roadway Improvements.

Roadway Improvements is defined in Section 2.1(c).

Water Improvements is defined in Section 2.1(d).

Wastewater Improvements is defined in Section 2.1(e).

ARTICLE II
PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Owner in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Owner to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract.

(b) ROW Dedication. The Owner shall, either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, and alleys.

(c) Roadway Improvements by Owner. As required by the City Regulations, Owner shall, at its sole cost and expense, design and construct the following (the "Roadway Improvements"):

(1) All roadway Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(2) Owner shall construct one point of ingress/egress during the construction of phase 1. Additional ingress/egress points and cross connection, if required, shall be constructed with the next future phase after phase 1.

(d) Water Improvements by Owner. As required by the City Regulations and as depicted on **Exhibit E**, Owner shall, at its sole cost and expense, design and construct the following (the "Water Improvements"):

(1) Owner shall continue to utilize the existing Marilee SUD water line for phase 1 until water line improvements have been made by the City to allow for connection to the Property. At that time, Owner shall be required to construct all water Onsite Public Improvements required by the City Regulations and needed to serve the Development.

(e) Wastewater Improvements by Owner. As required by the City Regulations, Owner shall, at its sole cost and expense, design and construct the following (the "Wastewater Improvements"):

(1) Owner shall a private wastewater system for phase 1 until wastewater line improvements have been made by the City to allow for connection to the Property. At that time, Owner shall be required to construct all wastewater Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations.

(c) No Release. The City's inspections shall not release the Owner from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

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

2.3 Eminent Domain. The Owner agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps

to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Owner shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Owner deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Owner with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.4 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of any required water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of any required roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation of right-of-way irrigation systems, right-of-way landscaping, screening walls, detention ponds and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be maintained in accordance with the City Regulations.

ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations.

(b) The Parties agree the Concept Plan was created by the Owner for illustrating the boundary and general layout of the Development. The Parties agree the Elevations were created by the Owner for illustrating the building design and materials for the Development. Any amendment to the Concept Plan and/or Elevations shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and/or Elevations and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to

the Concept Plan and/or Elevations that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan and/or Elevations may be amended as set forth in the City Regulations.

3.2 Plat. The Owner may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement.

3.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a final plat for any portion of the Property, Owner may claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance or in other City ordinances to be inapplicable.

3.4 Building Codes, Fire Codes and Building Materials. *Owner has consented to and requested, and the Parties agree, that **Exhibit D**, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.*

ARTICLE IV
INDEMNIFICATION, HOLD HARMLESS AND ACKNOWLEDGEMENT

4.1 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE OWNER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS 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 OWNER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR

CONSTRUCTION BY THE OWNER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE OWNER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE OWNER HEREUNDER; (III) THE OWNER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE OWNER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE OWNER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO OWNER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE 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 OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. OWNER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST OWNER IN PROVIDING SUCH DEFENSE.

(b) **IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER 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 OWNER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF OWNER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNSEL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES**

(c) **THIS SECTION 4.1 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE OWNER.

4.2 **THE OWNER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.**

(a) THE OWNER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(I) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, 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 THE OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE OWNER'S ANTICIPATED IMPROVEMENTS AND OWNER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE OWNER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE OWNER FOR SUCH LAND, AND THE OWNER 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 THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE OWNER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY 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 PUBLIC INFRASTRUCTURE.

(b) THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V
TERM

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that Section 3.4, plus all provisions referenced in Section 3.4, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding anything to the contrary in this Agreement, this

Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if the Owner notifies the City in writing prior to November 30, 2024, that the sale of the Property for the purpose of the Development did not occur.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, Owner agrees to submit a voluntary annexation petition for the Property. The Owner agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Property for any reason, including but not limited to procedural error or legal challenge, the Owner shall execute another voluntary annexation petition for the Property within ten (10) days of being requested to do so. Owner shall not petition for release from the City's ETJ pursuant to Chapter 42, Texas Local Government Code, as enacted by S.B. 2038, any amendments to Chapter 42, or any other future change in law. Any such action shall be deemed a breach of this Agreement. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement of the City's authority to annex the Property. The Owner acknowledges and agrees that:

(a) this Section 6.1 was a material inducement for the City to enter into this Agreement with Owner and to create a PID;

(b) Owner is not required to enter into this Agreement;

(c) the annexation procedures described in this Agreement require Owner's consent, and by entering into this Agreement, Owner hereby voluntarily provides such consent; and

(d) with this Agreement and the provisions contained herein, City has provided to Owner the written disclosure required by Section 212.172(b-1) of the Texas Local Government Code.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Concept Plan, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Owner agrees that nothing in this Agreement shall prevent **Exhibit D,** Section 3.4 of this Agreement, and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

ARTICLE VII
EVENTS OF DEFAULT; REMEDIES

7.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

7.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE VIII
ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment by Owner to Successors.

(a) The Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, to any person or entity (an "Owner Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner and becomes an owner of any portion of the Property, provided that the Owner is not in breach of this Agreement at the time of such assignment. A Owner Assignee is considered the "Owner" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to a Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

(b) Each assignment shall be in writing executed by the Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Owner Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that

the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Owner shall not be released until the City receives such copy of the assignment.

(c) No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Owner shall maintain written records of all assignments made to Owner Assignees, including a copy of each executed assignment and the Owner Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.3 Collateral Assignments. The Owner and Owner Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice

information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

8.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

8.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Owner" and have all of the obligations of the Owner as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

8.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE IX
RECORDATION AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of each county within which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, except the obligations of Owner, its successors and assigns, for annexation and compliance with City Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer"),.

9.2 Estoppel Certificates. From time to time upon written request of the Owner, 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 will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Owner under this Agreement that are in default. The Owner shall pay the City $1,000 at the time of the Owner's request for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE X
ADDITIONAL PROVISIONS

10.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) 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 and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.2 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 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows ("Notice"):

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: rranc@celina-tx.gov
With a copy to:	Attn: Julie Fort Messer Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Julie@txmunicipallaw.com
To the Owner:	
With a copy to:	

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.

10.3 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.

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

10.5 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. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner 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.

10.6 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.

10.7 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.

10.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in each county in which the Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in the County District Court in which any of the Property is located.

10.9 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.

10.10 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.

10.11 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.

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

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Elevations

10.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

10.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

10.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Owner expressly amending the terms of this Agreement.

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

10.17 Form 1295 Certificate. The Owner represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Owner has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Owner further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Owner. The information contained in the From 1295 completed by the Owner has been provided solely by the Owner and the City has not verified such information.

[signatures on following pages]

EXECUTED by the City and the Owner on the respective dates stated below after approval of the City Council of the City on _____, 2024.

Date: _____ **CITY OF CELINA**

By: _____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2024, by Ryan Tubbs, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

OWNER 1: JOSHUA VEST

_____

_____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2024, personally appeared _____, _____ of _____, a _____company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____

Notary Public in and for the State of Texas

OWNER 2: JAMIE VEST

_____

_____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2024, personally appeared _____, _____ of _____, a _____company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____

Notary Public in and for the State of Texas

EXHIBIT A
DESCRIPTION OF THE PROPERTY

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE JOHN RAGSDALE SURVEY, ABSTRACT NO. 735, COLLIN COUNTY TEXAS AND BEING ALL OF A TRACT OF LAND DESCRIBED IN A DEED FROM RICKY WAYNE VEST TO CECIL D. AND MARY E. VEST AS RECORDED IN COUNTY CLERK DOCUMENT NUMBER: 96-0030329 OF OFFICIAL PUBLIC RECORDS IN SAID COUNTY AND SUBJECT TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT ON THE NORTH LINE F.M. ROAD 455 FOR THE SOUTH WEST CORNER OF A CALLED 49.028 ACRE TRACT OF LAND DESCRIBED IN A DEED TO WAHAB, LLC, A TEXAS LIMITED LIABILITY COMPANY AS RECORDED IN DOCUMENT NUMBER: 2006-0203000152770 AND THE SOUTHEAST CORNER OF SAID VEST TRACT;

THENCE SOUTH 88 DEGREES 28 MINUTES 17 SECONDS WEST WITH THE SOUTH LINE THEREOF AND THE NORTH LINE OF SAID F.M. ROAD A DISTANCE OF 100.15 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID VEST TRACT AND THE SOUTHEAST CORNER OF A CALLED 2.00 TRACT OF LAND DESCRIBED IN A DEED TO LARAMIE D. VEST ET.AL., AS RECORDED IN VOLUME 5655, PAGE 3980 IN SAID COUNTY;

THENCE NORTH 00 DEGREES 44 MINUTES 08 SECONDS WEST WITH THE EAST LINE THEREOF AND THE WEST LINE OF SAID CECIL D.VEST TRACT A DISTANCE OF 531.71 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER THEREOF ON THE SOUTH LINE OF A CALLED 20.00 ACRE TRACT OF LAND DESCRIBE IN A DEED TO SUE COTHRIN AS RECORDED IN VOLUME 3467, PAGE 24, IN SAID COUNTY;

THENCE NORTH 87 DEGREES 02 MINUTES 22 SECONDS EAST WITH THE SOUTH LINE THEREOF AND THE NORTH LINE OF SAID CECIL VEST TRACT, A DISTANCE OF 100.40 FEET TO A 3" PIPE FOUND FOR THE NORTHEAST CORNER THEREOF ON THE WEST LINE OF SAID 49.028 ACRE TRACT;

THENCE SOUTH 00 DEGREES 42 MINUTES 57 SECONDS EAST WITH THE WEST LINE THEREOF AND THE EAST LINE OF SAID CECIL VEST TRACT A DISTANCE OF 534.22 FEET TO PLACE OF BEGINNING ENCLOSING 1.226 ACRES OF LAND MORE OR LESS.

AKA 16836 WEST FM 455, CELINA, TEXAS 75009

s

Unofficial

EXHIBIT B
DEPICTION OF THE PROPERTY

EXHIBIT C
CONCEPT PLAN

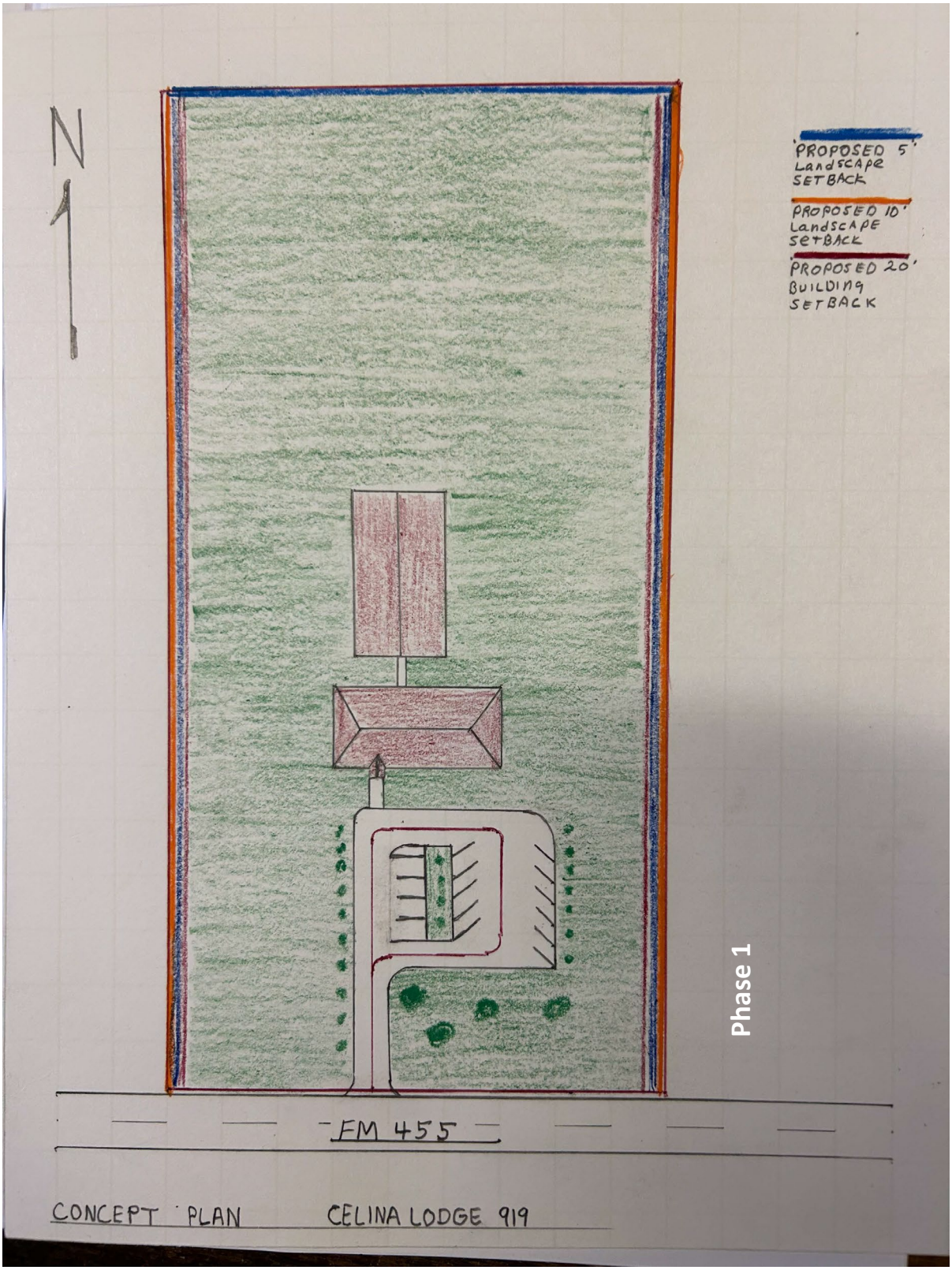


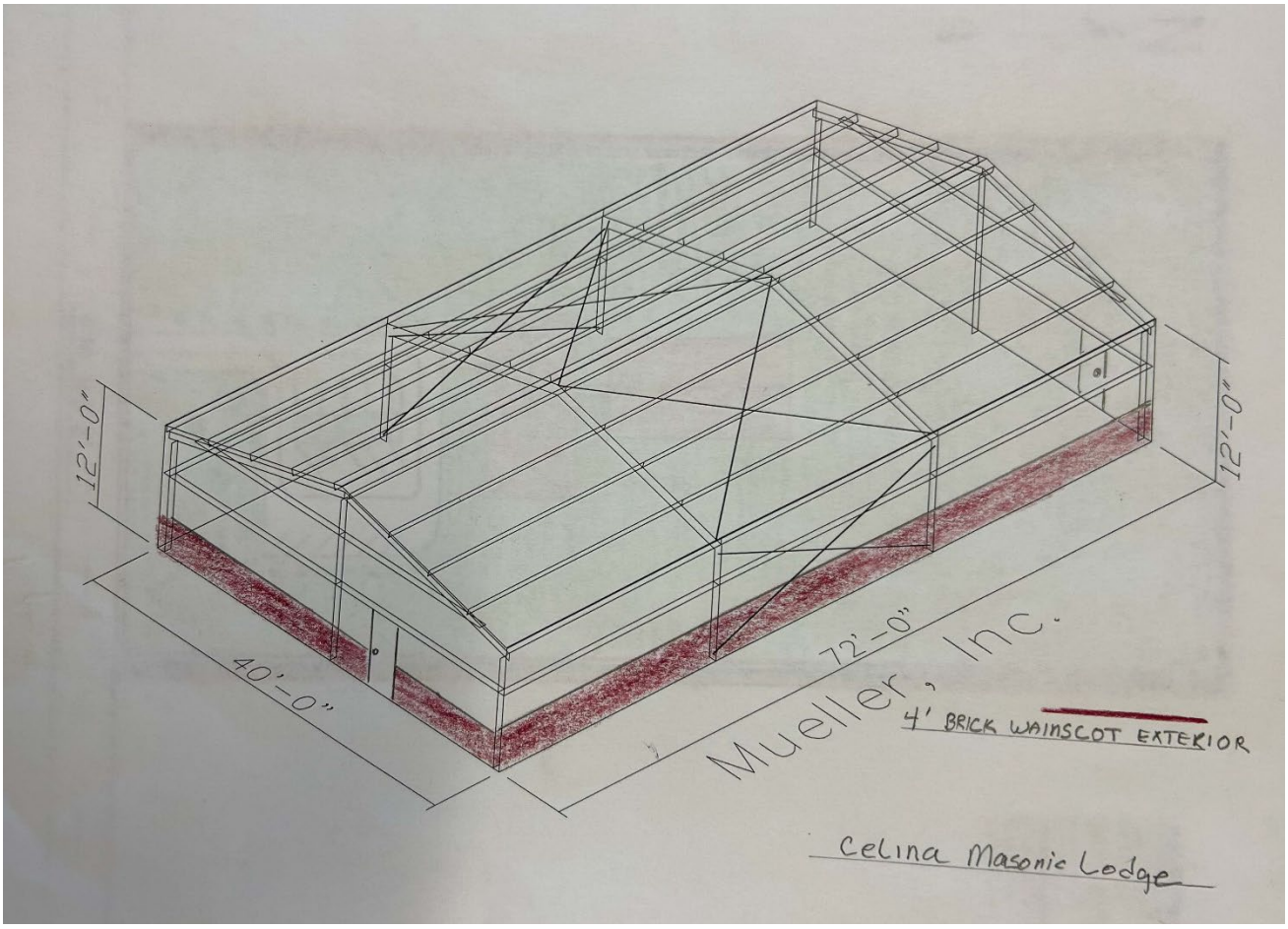
EXHIBIT D
DEVELOPMENT STANDARDS

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as they exist or may be amended.

The property is zoned Commercial, Office, & Retail District (C), with the following modified development regulations:

1. The subject property shall generally develop per the attached Concept Plan.
2. The building may have reduced architectural standards for the rear barn, except that a masonry base and stucco are required (metal is not a permitted material).
3. The rear building may be permitted as an accessory structure.

EXHIBIT E
ELEVATIONS



Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Dusty McAfee, Director of Development Services
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Jonathan Pollard
Date:	October 8, 2024
Re:	Willard Tract (Louisiana) – Development Agreement (McAfee)

Action Requested:
Conduct a public hearing to consider and act upon a request for a Development Agreement on approximately 131 acres of land; generally located at the southeast corner of GA Moore Parkway and Louisiana Drive, within the Extraterritorial Jurisdiction (ETJ). (Willard Tract (Louisiana) – Development Agreement) (McAfee)

Background Information:
This request is for a Development Agreement on approximately 131 acres of land, generally located at the southeast corner of GA Moore Parkway and Louisiana Drive, within the Extraterritorial Jurisdiction (ETJ). The property (Property IDs 1004549 & 2121060) is currently within the ETJ and subject to pre-annexation agreements that expire in 2040. The Development Agreement outlines the terms for future annexation and zoning of the property. The applicant's proposal contemplates a Planned Development (PD) with Single-Family Residential, Detached District (SF-R), Single-Family Residential, Attached District (SF-A), and Commercial, Office, & Retail District (C) base zoning with modified regulations. The agreement also contemplates a Public Improvement District (PID) as an option for funding the development.

Additionally, the Development Agreement will annex the 131 acre property into the City Limits. This annexation and proposed zoning would give the City land use control over a parcel adjacent to a Celina ISD school site. The developer is proposing a lot mix of 55' and 65' wide lots, with no alleys being proposed. The developer is not proposing any Multi-Family uses with this Development Agreement. There was no feedback at the Planning & Zoning Commission public hearing. Please refer to the attached documents for further information.

Legal Review:

This item has been reviewed by the City Attorney.

Supporting Documents:

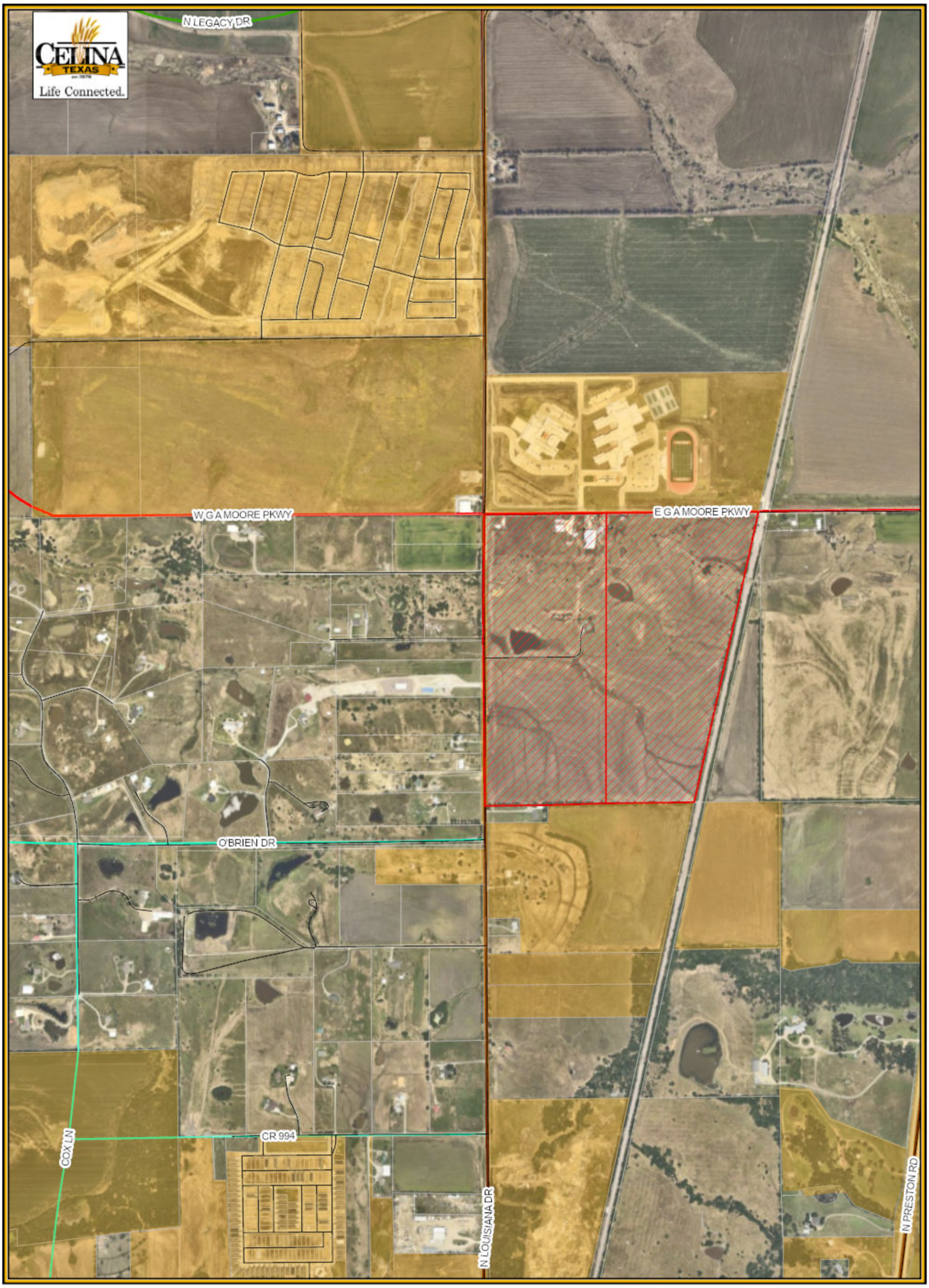
1. Location Map
2. Staff Presentation
3. Draft Development Agreement

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Willard Tract
Location Map
City of Celina

8/27/2024

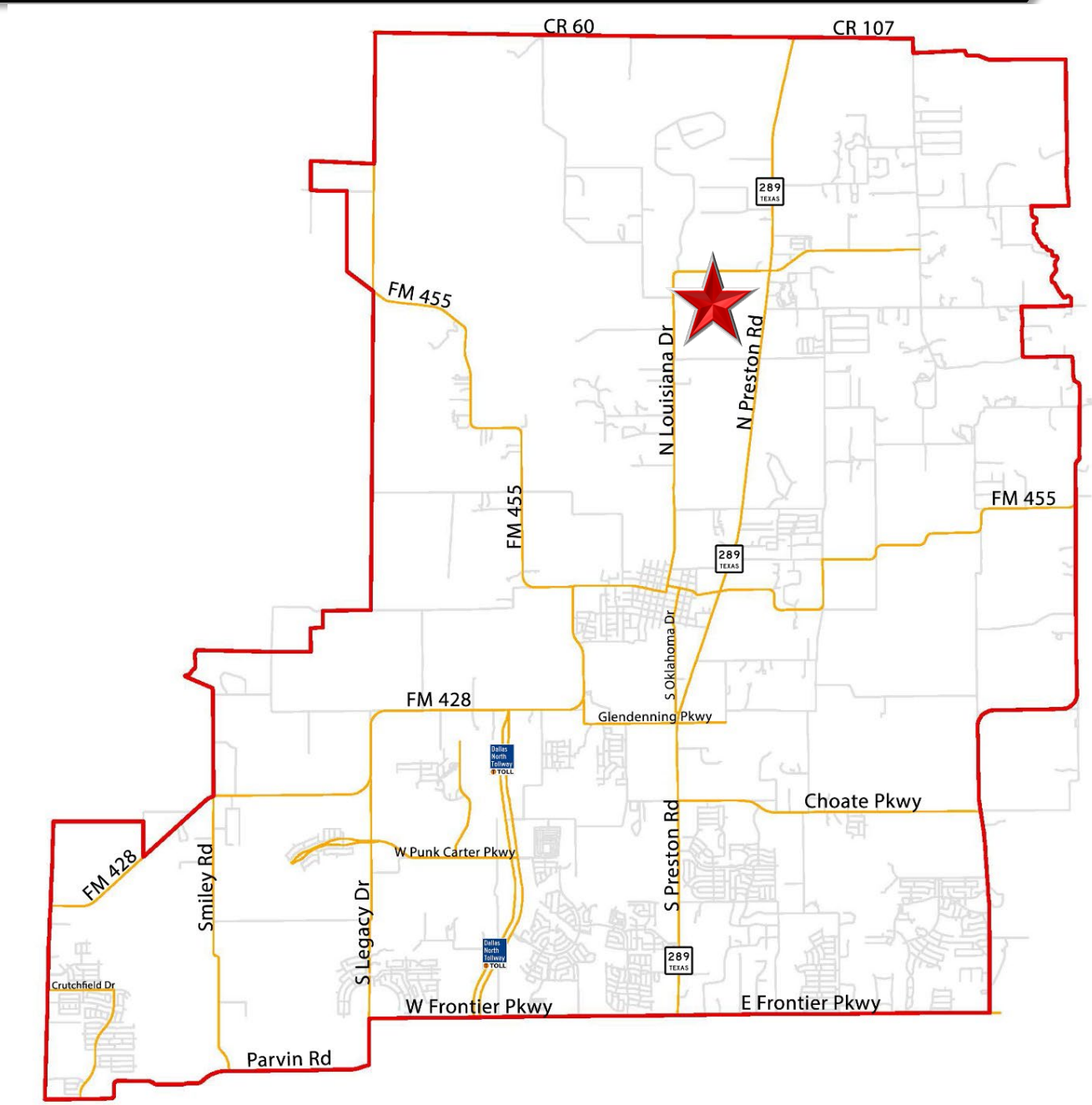
N W E S

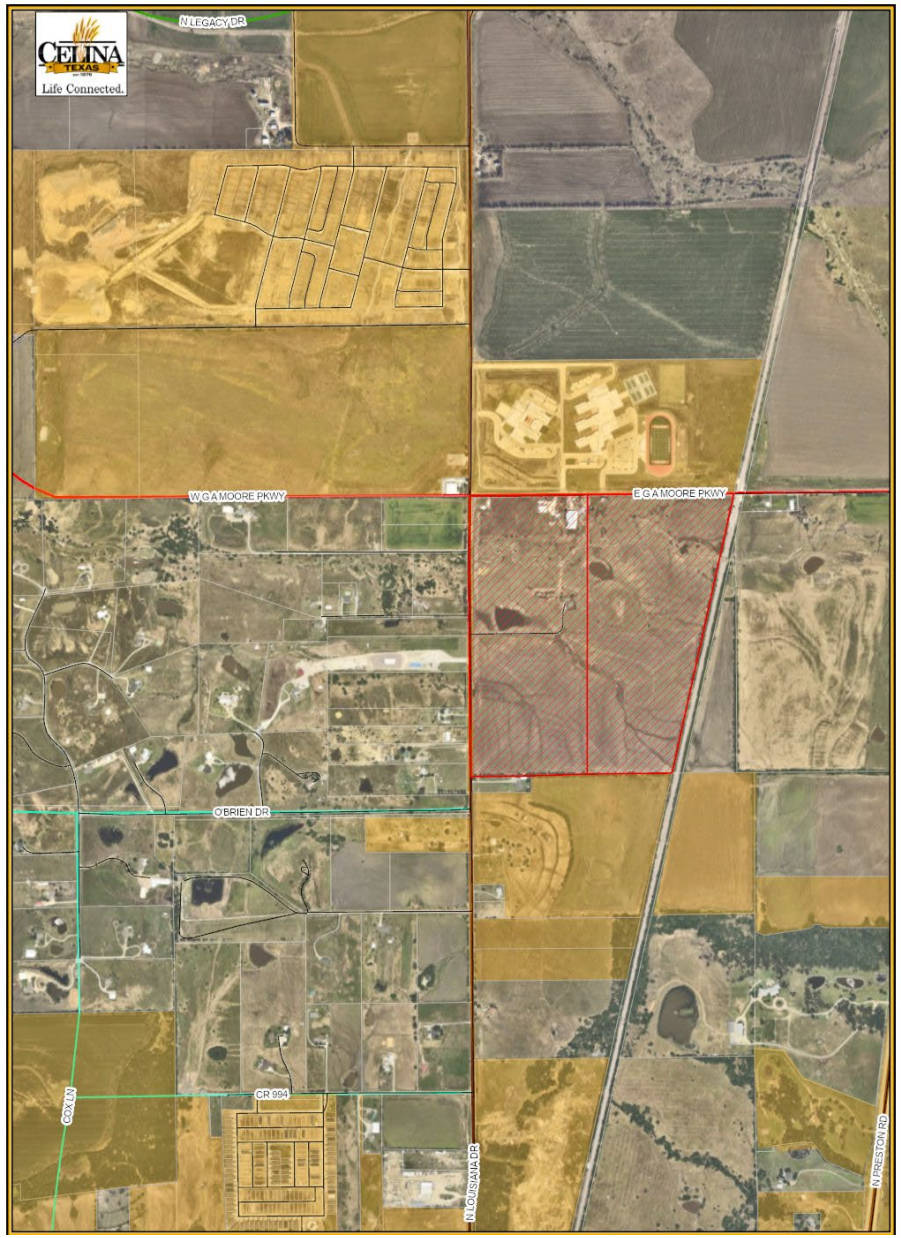
0 500 1,000
Feet

WILLARD TRACT

Development Agreement

City Council
October 8, 2024


CR 60
CR 107
289
TEXAS
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
TEXAS
S Oklahoma Dr
FM 428
Glendenning Pkwy
Dallas North Tollway TOLL
Choate Pkwy
S Preston Rd
W Punk Carter Pkwy
FM 428
Smiley Rd
S Legacy Dr
Dallas North Tollway TOLL
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

The subject property is generally located at the southeast corner of GA Moore Parkway and Louisiana Drive

BACKGROUND

- The subject property is approximately 131 acres
- The property is currently within the Extraterritorial Jurisdiction (ETJ) with a pre-annexation agreement that expires in 2040
- The applicant is proposing to develop a new single-family neighborhood along with some commercial uses
- The proposed Development Agreement outlines the future annexation and zoning for the property

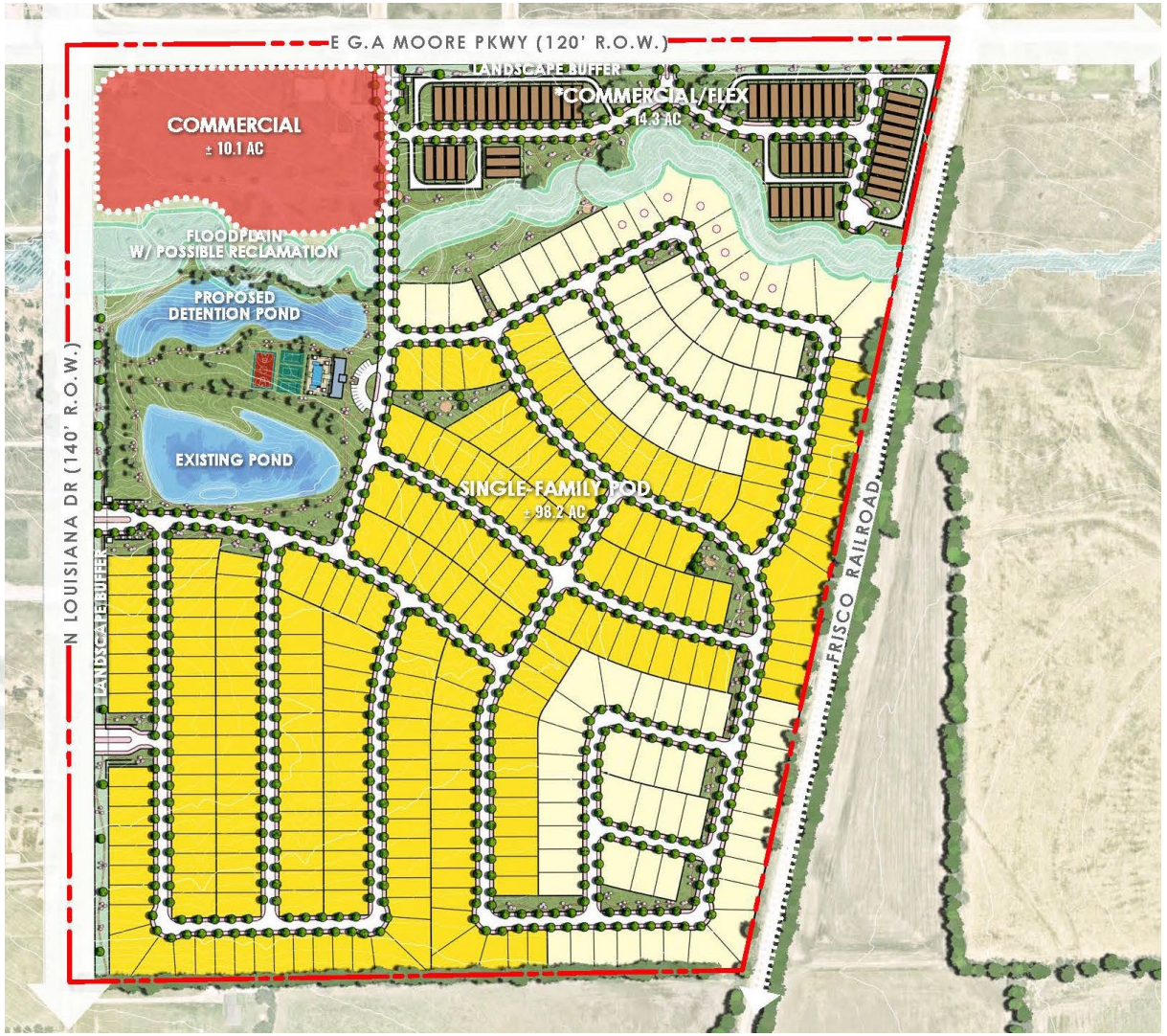
CONCEPT PLAN

SITE KEY: ± 130.5 ACRES

SINGLE FAMILY: ±311 LOTS

- 55' X 120': ± 225 LOTS
- 65' X 120': ± 86 LOTS
- OPEN SPACE: ± 20.2 AC (19.7 AC REQ)
- COMMERCIAL: ± 8.4 AC
- COMMERCIAL/FLEX: ± 12.2 AC
- SITE BOUNDARY
- FLOODPLAIN W/ POSSIBLE RECLAMATION: ± 7.0 AC
- OFF-SITE R.O.W. DEDICATION ALONG N. LOUISIANA DR & G.A. MOORE PKWY: ± 7.8 AC

*COMMERCIAL/FLEX ALLOWS ANY CITY APPROVED COMMERCIAL USE OR ATTACHED/DETACHED TOWNHOMES.



OVERVIEW

- The Development Agreement contemplates single-family uses with a base of Single-Family Residential Detached District (SF-R), Single-Family Residential Attached District (SF-A), and Commercial, Office, & Retail District (C)
- The following lot mix is proposed:
  - 55' wide lots
  - 65' wide lots (25% minimum)
  - No alleys proposed
- 8 acres reserved for Commercial uses
- No multi-family uses are proposed

PID POLICY (2022)

- The following justifications support the requested PID:
  - Expands infrastructure
  - Incorporates open space
  - Trails & Amenities
  - Neighborhood with no multi-family
  - Larger lots than the initial concept and/or supported market conditions

POLICY CONSIDERATIONS

- The DA will bring an additional 131 acres into the City Limits, allowing City standards to apply instead of County regulations
- A new neighborhood does not conflict with the City's long-range plans
- The commercial at the corner provides needed neighborhood services

RECOMMENDATION

- The Commission asked about TxDot plans, distance separation requirements for liquor stores, and BNSF impacts
- There was no public feedback at the public hearing
- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in September
- Staff recommends approval as presented

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Jabez Development, LP (the "Developer") and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

WHEREAS, certain capitalized terms used herein are defined in Article I; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Developer and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, on the date the City Council voted to approve this Agreement, landowner Denise Lynn Willard (the "Owner") owns 129.4 acres of land, generally located at the southeast corner of N. Louisiana Drive and E. GA Moore Parkway, which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Collin County, Texas and is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

WHEREAS, the Developer intends to purchase the Property from the Owner and the Developer intends to develop the Property pursuant to the terms of this Agreement; and

WHEREAS, the Developer intends to develop the Property as a planned development with residential and non-residential land uses (the "Development"); and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements, except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the concept plan attached hereto as **Exhibit C** (the "Concept Plan"), and the development standards attached hereto as **Exhibit D** (the "Development Standards); and

WHEREAS, the Developer intends to construct and/or make financial contributions to certain onsite and/or offsite public improvements to serve the Development; and

WHEREAS, the City holds the certificates of convenience and necessity (the "CCNs") to provide retail water and wastewater service to the Property, and the Parties intend for the City to provide retail water and wastewater service to the Property; and

WHEREAS, subject to any cost participation undertaken by the City for oversizing water or wastewater facilities inside the Property to serve surrounding properties, the Development will require Developer to build certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements" and together with the Roadway Improvements, Wastewater Improvements, and Water Improvements (the "Public Infrastructure"); and

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the Parties have determined that the Development will increase the quality of housing within the City; and

WHEREAS, the Parties have determined that the financing of the Public Infrastructure necessary for the Development can best be achieved by means of a Public Improvement District (a "PID"), described in Chapter 372, Texas Local Government Code, as amended, entitled the "Public Improvement District Assessment Act" (the "PID Act"), as amended; and

WHEREAS, the City and the Developer agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

WHEREAS, the Parties contemplate that Developer execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-4 of Texas Local Government Code, Chapter 43, as forth in Article VI below.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

Bank Qualified Debt Fee is defined in Section 7.3(a).

CCNs mean certificates of convenience and necessity.

City is defined in the introductory paragraph.

City Assignee is defined in Section 9.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Concept Plan means the concept plan as shown in **Exhibit C**, as amended in accordance with this Agreement.

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 9.1(a).

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Effective Date is the date in the introductory paragraph.

Eminent Domain Fees is defined in Section 2.5.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

Neighborhood Vision Book means the guide regarding open space and outdoor amenities adopted by City Resolution No. 2020-79R, amended by City Resolution No. 2024-22R, and as it may be subsequently amended.

Notice is defined in Section 11.2.

Onsite Public Improvements is defined in the Recitals.

Owner is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

Petition Property is defined in Section 6.1.

PID means a public improvement district created by the City for the benefit of the Property pursuant to the PID Act.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Projects is defined in Section 7.1(c).

PID Project Costs is defined in Section 7.1(d).

Property is defined in the Recitals.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property, including the Onsite Public Improvements and the Roadway Improvements.

Roadway Improvements is defined in Section 2.1(c).

Water Improvements is defined in Section 2.1(d).

Wastewater Improvements is defined in Section 2.1(e).

ARTICLE II
PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Developer in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Developer to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract.

(b) ROW Dedication. The Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, and alleys.

(c) Roadway Improvements by Developer. As required by the City Regulations, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Roadway Improvements"):

(1) All roadway Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(d) Water Improvements by Developer. As required by the City Regulations, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Water Improvements"):

(1) All water Onsite Public Improvements required by the City Regulations and

(e) Wastewater Improvements by Developer. As required by the City Regulations, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Wastewater Improvements"):

(1) All wastewater Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations.

(c) No Release. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by

the Developer or the Developer's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.4 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, detention ponds and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be maintained and operated by a homeowner's association in accordance with the City Regulations.

ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations.

(b) The Parties agree the Concept Plan was created by the Developer for illustrating the boundary, lot mix and general layout of the Development. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the City Regulations.

3.2 Plat. The Developer may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement.

3.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a final plat for any portion of the Property, Developer may claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance or in other City ordinances to be inapplicable.

3.4 Building Codes, Fire Codes and Building Materials. *Developer has consented to and requested, and the Parties agree, that **Exhibit D**, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.*

3.5 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Developer shall install within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second. Once installed, the Developer shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees. The Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located in the corporate limits of the City, including but not limited to impact fees, permit fees, tap fees, capital recovery fees, park fees and technology fees.

(a) Public Education Support. Developer requests, and City agrees, that the City collect an additional One Hundred dollars ($100.00) with every building permit application submitted to the City for new construction on the Property. No less than annually, the City shall remit the funds collected in accordance with this paragraph to the Celina Education Foundation. Further, Developer agrees to cause the homeowner's association that Developer intends to create over all or some of the Property (which will initially be controlled by Developer) to approve the public educational support agreement, in a form substantially similar to the agreement attached hereto as **Exhibit E**, at the first/organization meeting of said association. In addition, when Developer creates the homeowner's association, the covenants, conditions and restrictions shall contain language substantially similar to Exhibit B of **Exhibit E**.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS 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 PUBLIC INFRASTRUCTURE 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 AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; 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 PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES

OF ACTION WHICH MAY ARISE OUT OF THE 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 OR SOLE NEGLIGENCE 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.

(b) **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 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 THEIR OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNSEL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES**

(c) **THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

4.3 **THE DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.**

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(I) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, 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 THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(III) THE DEVELOPER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER 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 THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY 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 PUBLIC INFRASTRUCTURE.

(b) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V
TERM

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that Section 3.4, plus all provisions referenced in Section 3.4, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if the Developer does not purchase the Property by December 31, 2024 or if Developer notifies the City in writing prior to December 31, 2024 that it will not purchase the Property.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, which shall be after Developer's acquisition/closing, Developer agrees to (a) submit a voluntary

annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to Developer by the City that may contain additional acres (collectively, the "Petition Property"). Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Petition Property and/or Property, within ten (10) days of being requested to do so. Developer acknowledges and agrees that:

(a) this Section 6.1 was a material inducement for the City to enter into this Agreement with Developer and to create a PID;

(b) Developer is not required to enter into this Agreement;

(c) the annexation procedures described in this Agreement require Developer's consent, and by entering into this Agreement, Developer hereby voluntarily provides such consent; and

(d) with this Agreement and the provisions contained herein, City has provided to Developer the written disclosure required by Section 212.172(b-1) of the Texas Local Government Code.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Concept Plan, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Developer agrees that nothing in this Agreement shall prevent **Exhibit D,** Section 3.4 of this Agreement, and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

ARTICLE VII
INFRASTRUCTURE FINANCING

7.1 PID Financing. The City proposes to create the PID, to fund, in part, the Public Infrastructure that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by the Developer, and provided the City's financial advisor confirms the bonds meet the below requirements and are marketable to third party institutional investors, the City agrees to issue PID Bonds, subject to City Council approval.

(a) A PID creation petition for the Property has been submitted by the Developer to the City.

(b) PID funding of certain Public Infrastructure as authorized by the PID Act, including but not limited to local streets, water, sewer and storm drainage improvements and appurtenances providing special benefit to a development phases and/or planning area, will include, to the maximum extent authorized by State law, and only as requested by the Developer, one or more of the following: (i) annual payments by the City to the Developer of PID assessments not pledged to the repayment of PID Bonds; (ii) the issuance by the City of PID Bonds secured by PID assessments and/or other security, with a total overall minimum value to lien ratio of 3 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of valuation; (iii) the issuance by the City of other bonds secured by PID assessments and/or other security; or (iv) any other method approved by the Parties. The total amount of PID Bonds secured by assessments from the Property shall not exceed the amount stated in the PID creation petition which amount shall not exceed $40,000,000.00.

(c) The Public Infrastructure to be funded by the PID will be described in the PID Service and Assessment Plan, which Public Infrastructure is described in this Agreement and confers a special benefit on the Property (the "PID Projects").

(d) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the PID Projects.

(e) The Developer determine the PID Project Costs, and the City will prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property.

(f) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. Concurrent with the levy of PID assessments and as needed to implement the Service and Assessment Plan, the City and the Developer will enter into a PID reimbursement agreement that provides for the Developer's construction of certain PID Projects and the City's reimbursement to the Developer of certain PID Project Costs.

(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon there being a total overall minimum value to lien ratio of 3 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the

Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of the fair market valuation as determined by an appraisal and the adequacy of the bond security and the financial obligation of the Developer to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City will require the Developer to secure its obligation to pay such deficit by providing a hold back of a portion of the PID Bond proceeds not supported by the total overall 3 to 1 value to lien ratio and/or the deposit of cash to the trust estate for the shortfall. In certain limited circumstances, a performance bond, a letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds may be considered. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

7.2 Costs for Non-Bank Qualified Bonds.

(a) If in any calendar year the City issues bonds, notes or other obligations as approved by the City Council for any given year in question that would constitute a qualified tax-exempt obligation but for the issuance of the PID Bonds or other bonds, notes or other obligations supporting public improvements for non-City owned development projects or City owned projects financed for a direct benefit to the non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Developer shall pay to the City a fee (the "Bank Qualified Debt Fee") to compensate the City for the debt service savings the City would have achieved had the debt issued by the City been able to be classified as a qualified tax-exempt obligation provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The Bank Qualified Debt Fee of the Developer and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

> The net present value (calculated based on the Internal Revenue Service bond yield) of the debt service savings that would have accrued to the City had it been able to issue qualified tax-exempt obligation debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Developer, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or developers (including the Developer, as applicable).

(b) To the extent any developer(s) or owner(s) (including the Developer, as applicable) has (have) paid the Bank Qualified Debt Fee for any particular calendar year, any such Bank Qualified Debt Fee paid subsequently by a developer or owner (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Developer, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the Bank Qualified Debt Fee.

(c) If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the

City fails to charge the Bank Qualified Debt Fee to any other developer or owner on whose behalf the City has issued debt and fails to cure such oversight, then no Bank Qualified Debt Fee shall be due under this provision and if any Bank Qualified Debt Fee had already been paid to the City under this provision, then such Bank Qualified Debt Fee shall be reimbursed promptly to the Developer from lawfully available and otherwise unencumbered funds.

7.3 PID Notices. When selling any of the Property after the PID is created, the Developer shall provide notices in a form required by and in compliance with Title 2, Chapter 5 of the Texas Property Code, as amended, to anyone who purchases property within the PID and shall notify the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, the Developer shall contractually require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Property

ARTICLE VIII
EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

8.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE IX
ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment by Developer to Successors.

(a) The Developer has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Developer Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the

City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.3 Collateral Assignments. The Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

9.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

9.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or

interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE X
RECORDATION AND ESTOPPEL CERTIFICATES

10.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of each county within which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

10.2 Estoppel Certificates. 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 will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Developer under this Agreement that are in default. 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.

ARTICLE XI
ADDITIONAL PROVISIONS

11.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) 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 and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.2 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 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows ("Notice"):

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: rranc@celina-tx.gov
With a copy to:	Attn: Julie Fort Messer Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Julie@txmunicipallaw.com
To the Developer:	Attn: Rob McClain Jabez Development, LP 1038 Texan Trail Grapevine, TX 76051 E-mail: rob.mcclain@jabezdevelopment.com

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.

11.3 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.

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

11.5 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. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer 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.

11.6 Entire Agreement. This Agreement, and any agreement related to fees to be charged by a homeowner's association to support public education, 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.

11.7 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.

11.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in each county in which the Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in the County District Court in which any of the Property is located.

11.9 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.

11.10 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.

11.11 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.

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

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Preliminary HOA Education Support Agreement with Preliminary CCR Terms

11.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement.

This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

11.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

11.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

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

11.17 Statutory Verifications. Owner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended, in entering into this Agreement (the "Verifications"). As used in such Verifications, Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

(a) No Boycott of Israel. Owner 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. As used in the foregoing verification, 'boycott Israel,' has the meaning in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, and 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.

(b) Iran, Sudan and Foreign Terrorist Organizations. Owner 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, as amended. The foregoing representation excludes Owner 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.

(c) No Discrimination Against Fossil Fuel Companies. Owner 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. As used in the foregoing verification, "boycott energy companies" has the meaning in Section 2276.001(1), Texas Government Code, by reference to Section 809.001, Texas Government Code, and means, 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.

(d) No Discrimination Against Firearm Entities and Firearm Trade Associations. Owner 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. As used in the foregoing verification and the following definitions:

'discriminate against a firearm entity or firearm trade association,' has the meaning in Section 2274.001(3), Texas Government Code, and means: (A) 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;

'firearm entity,' has the meaning in Section 2274.001(6), Texas Government Code, and means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, 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 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 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

'firearm trade association,' has the meaning in Section 2274.001(7), Texas Government Code, and 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."

11.18 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in the Form 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 20__.

Date: _____ **CITY OF CELINA**

By: _____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20__, by Ryan Tubbs, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

DEVELOPER:

_____
_____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared _____, _____ of _____, a _____company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

EXHIBIT A
DESCRIPTION OF THE PROPERTY

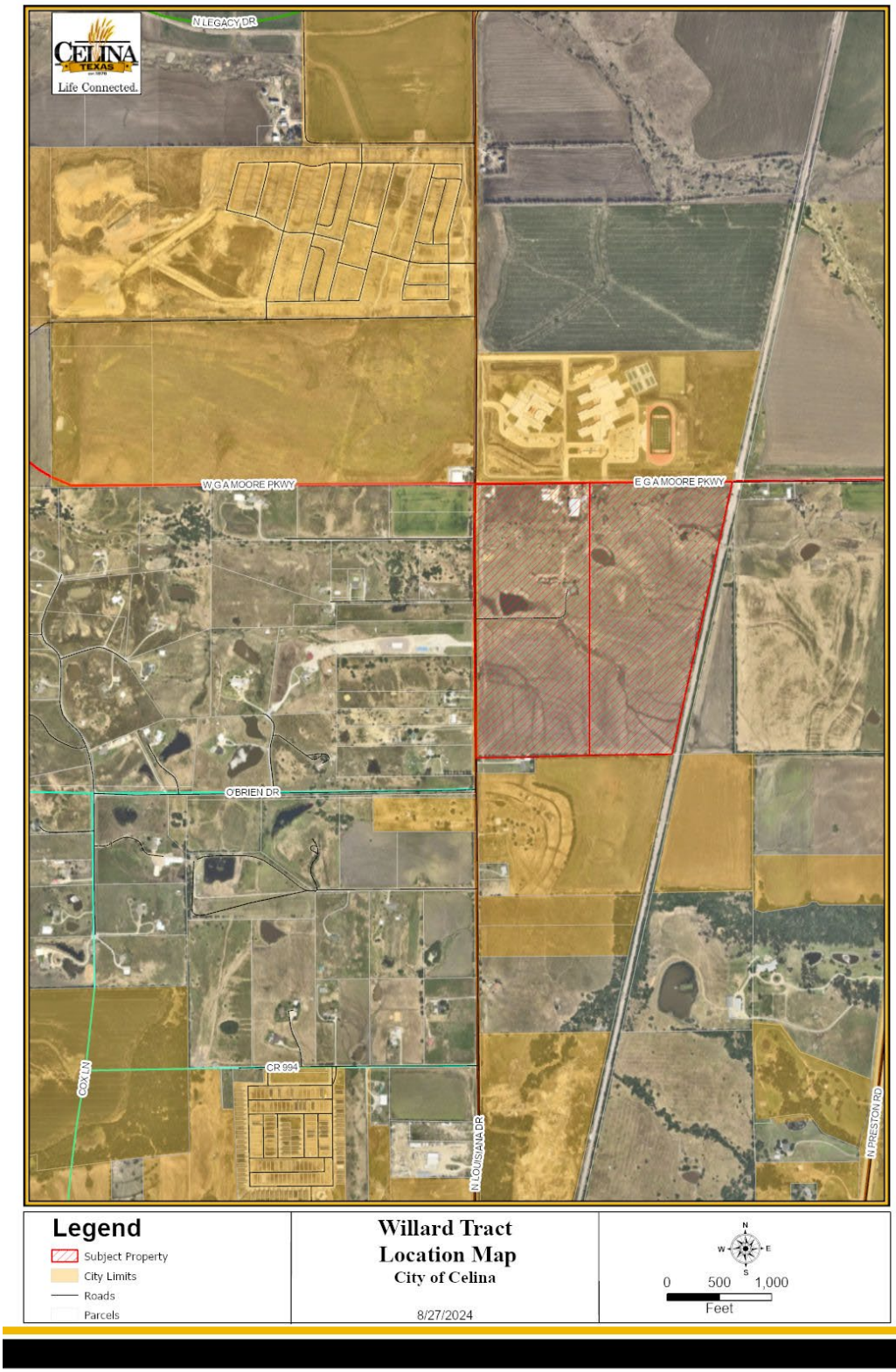


EXHIBIT B
DEPICTION OF THE PROPERTY

BEING all of that tract of land situated in the J. Herron Survey, Abstract No. 377, Collin County, Texas, and being all of a called 65.00 acre tract of land described as Tract One and a portion of a called 77.00 acre tract of land described as Tract Two in the deed to Denise Lynn Willard, recorded in Instrument No. 20030807001536540, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a railroad spike found at the intersection of North Louisiana Drive (Business 289) and County Road 99 for the northwest corner of said 65.00 acre tract, common to the southwest of a called 75.3364 acre tract of land described in the deed to Celina Independent School District, recorded in Instrument No. 20210208000267470, said Official Pubic Records;

THENCE North 89°32'48" East, in said County Road 99 with the northerly lines of said 65.00 acre tract and said 77.00 acre tract and with the southerly line of said 75.3364 acre tract, a distance of 2,465.35 feet to a mag nail set in the westerly right-of-way line of the Burlington Northern Santa Fe Railroad for the northeast corner of said 77.00 acre tract, common to the southeast corner of said 75.3364;

THENCE South 12°26'51" West, with the westerly right-of-way line of said Burlington Northern Santa Fe Railroad, a distance of 2,681.02 feet to a 5/8-inch iron rod found in the southerly line of said 77.00 acre tract and in the northerly line of a called 76.9 acre tract of land described as Tract 1 in the deed to Richard Kevin O'Brien, recorded in Instrument No. 96-0007762, said Official Public Records;

THENCE South 89°14'19" West, with the southerly lines of said 65.00 acre tract and said 77.00 acre tract, and with the northerly line of said 76.9 acre tract, a distance of 1,313.54 feet to a 1/2-inch iron rod found for the northeast corner of a called 1.98 acre tract of land described in the deed to Tyson S. Harper and Christina M. Harper, recorded in Instrument No. 20160301000239020, said Official Public Records;

THENCE South 89°24'13" West, continuing with the southerly line of said 65.00-acre tract and with the northerly line of said 1.98 acre tract, a distance of 565.69 feet to a mag nail set in said North Louisiana Drive for the southwest corner of said 65.00 acre tract, common to the northwest corner of said 1.98 acre tract.

THENCE North 00°10'54" West, in said North Louisiana Drive with the westerly line of said 65.00 acre tract, a distance of 2,621.86 feet to the POINT OF BEGINNING and enclosing 130.530 acres (5,685,902 square feet) of land, more or less.

EXHIBIT C
CONCEPT PLAN

EXHIBIT D
DEVELOPMENT STANDARDS

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as they exist or may be amended.

The property is zoned a Planned Development (PD) with a base zoning of Single-Family Residential, Detached District (SF-R), Single-Family Residential, Attached District (SF-A), and Commercial, Office, & Retail District (C) base zoning, with the following modified regulations:

1. The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of major thoroughfares and zoning classifications, all of which can be adjusted for pragmatic purposes at time of permitting. Such modifications shall not be unreasonably withheld but are subject to review and approval by the Director of Development Services. Nothing on the Concept Plan precludes the administration of Engineering requirements, such as detention, right-of-way dedication, or any other design regulation. The Concept Plan will serve as the Preliminary Plat for the proposed development. The applicant can use this document accordingly and can move directly to Construction Documents and Final Plat.

2. The lot mix shall be per the table below:

	Smallest Lot Size	Largest Lot Size
Min. Width	55’	65’
Lot % (Min/Max)	N/A	25% Min.
Front-Loaded Garage	Allowed	Allowed

3. The proposed Townhomes shall abide by the Single-Family Residential, Attached District (SF-A), and may be either attached or detached.

4. A minimum of 8 acres shall be reserved for the Commercial at the corner.

EXHIBIT E
EDUCATION FUND AGREEMENT
[INSERT NAME OF DEVELOPMENT]

This EDUCATION FUND AGREEMENT (this "Agreement") is made between (INSERT NAME OF HOA) (the "HOA") and the Celina Association of Renaissance Excellence ("CARE"), a 501(c)(3) nonprofit corporation registered in the State of Texas. The HOA and CARE may be referred to herein individually as a "Party" or collectively as the "Parties". The effective date of this Agreement (the "Effective Date") shall be the latest date on which this Agreement is fully executed by the HOA and CARE.

RECITALS

WHEREAS, HOA is the homeowners' association of a master planned community located in (INSERT COUNTY NAME) County, Texas, containing approximately (INSERT NUMBER OF ACRES) acres of property, as described in **Exhibit A** hereto, known as "_____" (the "Community"), which shall be governed by the HOA in accordance with the terms and provisions of a master covenant, as the same may be amended from time to time (the "Master Covenant"); and

WHEREAS, the Parties desire to enter into a written agreement to memorialize the terms obligating the HOA to establish a continuing education fund (the "Fund"), described hereunder, to directly benefit the Community and each residential lot within the Community by providing educational, charitable and recreational activities and/or infrastructure to support quality of life ("Community Benefits"); and

WHEREAS, CARE is a corporation exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 and was established to benefit Celina, Texas student academic improvement and achievement and to encourage students within the Celina Independent School District ("CISD") to pursue academic excellence; and

WHEREAS, the Parties agree that CARE shall be the sole beneficiary of the Fund and that all Fund balances shall be donated to CARE (the "Donations"); and

WHEREAS, CARE herby promises and agrees to use all Donations exclusively for the benefit of the Community and each residential lot within the Community by providing Community Benefits; and

WHEREAS, the Parties intend this Agreement to fully satisfy the requirement of Texas Property Code Chapter 5, Subchapter G, and agree that the contribution covenant described hereunder does not create a "private transfer fee" and that all Fund contributions arising from the

sale and resale of homes within the Community (the "Contributions") qualify under Texas Property Code Section 5.202(b)(9)(C) as permissible.

NOW THEREFORE, for and in consideration of the mutual promises of the Parties as set forth in this Agreement and for other good and valuable consideration the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I.
EDUCATION FUND CONTRIBUTION

1.1 Community Contribution Covenant. HOA shall cause to be recorded that certain Community Contribution Covenant, in the Official Public Records of each county in which said property is located (the "CCC"). The terms and provisions of the CCC shall be administered by the HOA and be substantially and functionally similar as the sample attached hereto as **Exhibit B**.

1.2 Continuing Education Fund. The CCC shall provide (a) that the HOA is required to collect a Contribution at the closing of each conveyance of a residential lot with a completed residence thereon (each a "Home"); (b) that said Contribution shall be in an amount equal to the sales price of the Home multiplied by .001, e.g., a house sale of $400,000 would generate a $400 contribution; (c) that all Contributions shall be deposited into the Fund's account and kept separate from all other HOA collections; and (d) that all Contributions shall be used in compliance with Texas Property Code Section 5.202(b)(9)(C) for the benefit of the Community and each Home within the Community. The HOA shall deliver Donations to CARE biannually, with payments being made on or before June 30th and December 31st of each calendar year. Donations must be made in amounts that represent the total of all Contributions actually collected and deposited into the Fund since the date of the last payment.

1.3 Use of Contributions by CARE. CARE shall only use Contributions to support educational, charitable, and recreational activities within CISD and hereby promises and agrees not to use Contributions for operational expenses, including but not limited to rent and utilities, wages and salaries, accounting and legal fees, interest expense, business travel, other overhead costs, and general and administrative expenses. CARE further promises and agrees to not grant CISD Contributions for operational expenses.

1.4 Right of Audit. CARE shall deliver an accounting of expenditures to the HOA on June 30th and December 31st of each calendar year detailing how Contribution payments have been spent since the date of last payment.

1.5 (INCUDE ONLY FOR COMMUNITIES IN DENTON COUNTY)Encumbered Property**.** The property described in **Exhibit A** is located in a public school attendance zone within a county with a population over 650,000, which is adjacent to both Dallas County and Tarrant County, each with a population over 1.8 million.

ARTICLE II.
ADDITIONAL PROVISIONS

2.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) 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 and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

2.2 Severability. If any provision of this Agreement is determined by the final judgment of any court to be unenforceable, then such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall be enforceable and shall be interpreted to give effect to the purposes and intent of the Parties represented by the remainder of this Agreement.

2.3 Term. The term of this Agreement shall begin on the Effective Date and shall continue until either the HOA or CARE dissolves, ceases to exist, or when all obligations of HOA, and CARE under this Agreement have been fulfilled.

2.4 Default and Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has had a reasonable time to cure the alleged failure (such reasonable time shall be determined based on the nature of the alleged failure and shall not to exceed thirty (30) days). In addition, no Party shall be in default under this Agreement if, within the applicable reasonable cure period, the Party to whom the default notice was given begins performance and thereafter uses its best efforts to diligently and continuously pursue performance until the alleged failure has been cured. If a Party is in default under this Agreement, then the non-defaulting Party shall be entitled to all remedies available under applicable law. The failure of either Party to insist, in one or more instances, upon performance by the other Party of any provision of this Agreement shall not be construed as a waiver of future performance of such provision.

2.5 Notices. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified mail Return Receipt Requested, on the date actually

received at the delivery address: or (b) if deposited with a private delivery service (such as UPS or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address. All notices shall be addressed as set forth below; however, any Party may change its address for purposes of this Agreement by giving notice of such change, as provided by this Section 2.6.

If to CARE:

_____
_____
_____

With a Copy to:

_____
_____
_____

If to HOA:

_____
_____
_____

With a Copy to:

_____
_____
_____

2.6 Applicable Law. This Agreement shall be interpreted in accordance with the Laws of the State of Texas and venue for any action in connection with this Agreement and shall be Collin County, Texas.

2.7 Benefited Parties. This Agreement is for the benefit of the HOA and its members, the Community and each Home within the Community, CISD students in the Community and the CISD community, and CARE. This Agreement shall not be construed as conferring any right on or to any other party.

2.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Agreement and supersedes and replaces any and all prior understandings and agreements, whether written or oral. This

Agreement shall not be amended except in writing signed by the Parties.

2.9 Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

2.10 Representations and Warranties. Each Party represents and warrants that: (a) the execution of this Agreement has been approved and authorized by such Party; (b) this Agreement is binding upon and enforceable against such Party in accordance with the provisions hereof; (c) such Party has the ability to perform its duties and obligations under this Agreement; and (d) that the performance by such Party of its duties and obligations under this Agreement will not violate any other agreement by which such Party is bound. Should any provision of this Agreement be held by a court of competent jurisdiction to be void, invalid or unenforceable, the Parties agree to amend this Agreement in a manner that is lawful but still satisfies the intent of the Parties.

2.11 Attorney's Fees. In the event either Party files a lawsuit in connection with the enforcement of this Agreement, each Party shall be responsible for its own attorney's fees, whether or not such Party is the prevailing Party and might otherwise be entitled to recover all reasonable costs and expenses paid or incurred as the prevailing Party in connection with such lawsuit.

2.12 Miscellaneous. This Agreement may be executed in the multiple separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted electronically shall be deemed effective for all purposes. If, pursuant to this Agreement, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term "holiday" shall mean any day on which state or national banks are not open for business in the State of Texas or public schools of CISD are not open for classes.

[Signature Pages Follow]

HOA:

_____

_____

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____

Notary Public in and for the State of Texas

CELINA ASSOCIATION OF RENAISSANCE EXCELLENCE:

_____
_____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

EXHIBIT A—PROPERTY DESCRIPTION

BEING all of that tract of land situated in the J. Herron Survey, Abstract No. 377, Collin County, Texas, and being all of a called 65.00 acre tract of land described as Tract One and a portion of a called 77.00 acre tract of land described as Tract Two in the deed to Denise Lynn Willard, recorded in Instrument No. 20030807001536540, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a railroad spike found at the intersection of North Louisiana Drive (Business 289) and County Road 99 for the northwest corner of said 65.00 acre tract, common to the southwest of a called 75.3364 acre tract of land described in the deed to Celina Independent School District, recorded in Instrument No. 20210208000267470, said Official Pubic Records;

THENCE North 89°32'48" East, in said County Road 99 with the northerly lines of said 65.00 acre tract and said 77.00 acre tract and with the southerly line of said 75.3364 acre tract, a distance of 2,465.35 feet to a mag nail set in the westerly right-of-way line of the Burlington Northern Santa Fe Railroad for the northeast corner of said 77.00 acre tract, common to the southeast corner of said 75.3364;

THENCE South 12°26'51" West, with the westerly right-of-way line of said Burlington Northern Santa Fe Railroad, a distance of 2,681.02 feet to a 5/8-inch iron rod found in the southerly line of said 77.00 acre tract and in the northerly line of a called 76.9 acre tract of land described as Tract 1 in the deed to Richard Kevin O'Brien, recorded in Instrument No. 96-0007762, said Official Public Records;

THENCE South 89°14'19" West, with the southerly lines of said 65.00 acre tract and said 77.00 acre tract, and with the northerly line of said 76.9 acre tract, a distance of 1,313.54 feet to a 1/2-inch iron rod found for the northeast corner of a called 1.98 acre tract of land described in the deed to Tyson S. Harper and Christina M. Harper, recorded in Instrument No. 20160301000239020, said Official Public Records;

THENCE South 89°24'13" West, continuing with the southerly line of said 65.00-acre tract and with the northerly line of said 1.98 acre tract, a distance of 565.69 feet to a mag nail set in said North Louisiana Drive for the southwest corner of said 65.00 acre tract, common to the northwest corner of said 1.98 acre tract.

THENCE North 00°10'54" West, in said North Louisiana Drive with the westerly line of said 65.00 acre tract, a distance of 2,621.86 feet to the POINT OF BEGINNING and enclosing 130.530 acres (5,685,902 square feet) of land, more or less.

EXHIBIT B—SAMPLE CCC

ARTICLE XX
DEFINITIONS

Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Additionally, unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified.

"**Association**" means (insert HOA name and Secretary of State Registry) created under the Master Covenant to administer and govern the Community. The Association acts through a Majority vote of the Board.

"**Board**" means the Board of Directors of the Association. All acts of the Board hereunder shall be deemed an act of the Association when taken by a Majority vote of the Board.

"**Community**" refers to all or any portion of the Property made subject to the Master Covenant, and therefore this Covenant, which is described in the Notice of Applicability recorded pursuant to *Section XX* of the Master Covenant.

"**Community Enhancement Fee**" means a fee equal to the Transfer Price (as defined herein) multiplied by .001, e.g., a house sale of $400,000 would generate a $400 fee, unless the Transfer in question is excluded under this Covenant, which is payable to the Association upon the Transfer of any Lot or Condominium Unit with the Community.

"**Community Investment Fund**" means the account designated pursuant to this Covenant to receive the Community Enhancement Fee.

"**Condominium Unit**" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Community. A Condominium Unit may be intended and designated in any Development Area Declaration for residential, commercial or live/work purposes.

"**Lot**" means any portion of the Community designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a plat other than Common Area, Special Common Area, or Lot on which a condominium regime has been established, and shall include both Commercial Lots and Residential Lots.

"**Majority**" means more than half.

"**Transfer**" means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, or other grant or transfer of beneficial ownership of a Lot or Condominium Unit, whether occurring in one transaction or a series of related transactions, including but not limited

to: (a) the conveyance of fee simple title to any Lot or Condominium Unit; (b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Lots or Condominium Units; and (c) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Lots or Condominium Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Covenant.

"**Transferred Price**" means the greater of: (a) the price paid by the Transferee for the Lot or Condominium Unit; or (b) the value of the Lot or Condominium Unit, including any improvements or betterments constructed thereon, as determined by the Central Appraisal District of the county in which the Lot or Condominium Unit is located in their most recent valuation, excluding any reductions or exemptions, of such Lot or Condominium Unit for ad valorem tax purposes. For purposes of subparagraph (b) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

"**Transferee**" means all parties to whom any interest passes by a Transfer, and each party included in the term Transferee shall have joint and several liability for all obligations of that transfer, as provided for in this Covenant.

"**Transferor**" means all parties who pass or convey any interest by a Transfer, and each party included in the term Transferor shall have joint and several liability for all obligations of that Transfer as provided for in this Covenant.

ARTICLE XX
COMMUNITY ENHANCEMENT FEE

Community Enhancement Fee. The Board, acting on behalf of the Association shall levy and collect the Community Enhancement Fee, as further set forth below.

Community Activities, Services and Programs. The Community Enhancement Fee shall be used to directly benefit the members of the Association and each Lot and Condominium Unit within the Association by providing the Community Enhancement Fee to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District, in accordance with this Covenant, provided the recipient of the Community Enhancement Fee uses the funds for such stated purposes, in accordance with its bylaws, and not for operations or administration of the receiving entity.

Community Enhancement Fee Obligations. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property.

(a) Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Lot or

Condominium Unit within the Community, the Transferor thereof shall be obligated to pay a **Community Enhancement Fee** to the Association equal to the **Transfer Price multiplied .001** (for example, the Community Enhancement Fee shall be $400 for the Transfer of a $400,000 Lot or Condominium Unit), unless the Transfer in question is excluded under this Covenant. The Community Enhancement Fee is imposed not as a penalty and not as a tax but as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Covenant for the betterment of the Community. As such, the Community Enhancement Fee shall be deemed an assessment imposed by and subject to all rights, obligations and provisions set forth in the Master Covenant and this Covenant.

(b) Liability for the Community Enhancement Fee. If the Transferor does not pay the Community Enhancement Fee as required by this section, the Community Enhancement Fee payment shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Lot or Condominium Unit for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with the Master Covenant.

(c) Deposit of Community Enhancement Fee into Community Investment Fund. On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause to be prepared a Community Enhancement Fee receipts and disbursements schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

(d) Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferor shall provide, or cause to be provided by the title company, a written report in a form approved by the Board (the "**Community Enhancement Fee Report**") which: (i) describes the Transfer and the Lot or Condominium Unit; (ii) sets forth the Transfer Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records of a property closing of any owner or Transferor which are reasonably related to the payment of the Community Enhancement Fee.

(e) Disbursements. Upon majority vote, the Board may, from time to time, but no less frequently than bi-annually on June 30th and December 31st of each calendar year, make disbursements from the Community Investment Fund to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District or to pay costs to administer this Covenant or the Community Investment Fund. The Association waives its statutory right to control a qualified recipient of disbursements hereunder.

(f) Community Enhancement Fee Lien and Foreclosure. Each owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Lot or Condominium Unit and is secured

by a continuing lien on the Lot or Condominium Unit in the same manner as an assessment lien arising under the Master Covenant. Each owner, and each prospective owner, is placed on notice that the owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community Enhancement Fee which shall be enforced as an assessment lien in accordance with the terms and provisions set forth in the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Lot or Condominium Unit, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first Recorded deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such deed of trust lien was Recorded before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Lot or Condominium Unit regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the Lot unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Lot or Condominium Unit for an unpaid Community Enhancement Fee that became due before the sale, but does not extinguish the Association's claim against the former owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records of the county in which the property is located. If the debt is cured after a notice has been recorded, the Association will record a release of the notice of lien at the expense of the curing owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Lot or Condominium Unit, each owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other assessment liens as further set forth in the Master Covenant.

(g) Reporting Required for Exclusions from Community Enhancement Fee. If a Transferor is involved in a Transfer that Transferor believes is excluded from the requirement to pay the Community Enhancement Fee under this Covenant, the Transferor shall provide written notice (the "Notice of Claim of Exclusion") to the Board a minimum of five (5) business days prior to the Transfer in question. The Notice of Claim of Exclusion shall include the Transfer details and the reason the Transferor believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, (i) the Board will notify the Transferor or the Transferor's title company of its obligation to pay the Community Enhancement Fee to the Association and (ii) the Transferor shall pay the applicable Community Enhancement Fee. Prior to its decision on any Notice of Claim of Exclusion, the Board may request additional information or clarification from the Transferor submitting a Notice of Claim of Exclusion, and the Transferor shall promptly provide the Board with the additional information being requested by the Board. Copies of all notices and correspondence between the Transferor and the Board under this section shall be provided to the Transferee by the Transferor.

(h) Exclusions from the Community Enhancement Fee. The Community Enhancement Fee shall not apply to the following, except to the extent any of the following Transfers (set forth below in subparagraphs i – xiii) are used for the purpose of avoiding the Community Enhancement Fee.

i. Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any city, county, municipality, district or other political subdivision thereof.

ii. Transfer to the Association. Any Transfer to the property owner association created pursuant to the Master Covenant, or it respective successors or assignees.

iii. Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or their successors or assignees.

iv. Transfer from Declarant. Any Transfer from Declarant, any affiliate of Declarant or their successors or assignees.

v. Transfer to Development Owner. Any Transfer from Declarant, or its successors, assignees or affiliates to Development Owner. For purposes of this subparagraph, "**Development Owner**" means any owner who acquires a Lot for the purpose of resale to a Homebuilder; and "**Homebuilder**" means any owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on a Lot or Condominium Unit for resale to a third party.

vi. Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.

vii. Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution.

viii. Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.

ix. Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding.

x. Exempt Transfers on Conveyance to Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or Transfers in connection with a deed given in lieu of foreclosure.

xi. Holding Company Exception. Any Transfer made by a corporation or other entity, for consideration (i) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a **"Holding Company"),** or (ii) to a corporation or entity whose stock or other equity securities are owned,

directly or indirectly, one-hundred percent (100%) by such Holding Company.

xii. Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with such transfer.

xiii. Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Lot or Condominium Unit wherein the interim owner acquires such Lot or Condominium Unit for the sole purpose of immediately re-conveying such Lot or Condominium Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot or Condominium Unit, provided the Board specifically approves such exemption in each particular case.

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Dusty McAfee, Director of Development Services
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Victoria Kiker
Date:	October 8, 2024
Re:	Master Fee Chart Annual Update (McAfee)

Action Requested:
Conduct a public hearing and consider and act upon an Ordinance amending the Master Fee Chart (McAfee)

Background Information:
This request completes the annual update to the Celina Master Fee Chart, which consolidates fees across multiple departments. The update removes outdated fees, improves cost recovery, aligns with regional standards, and reflects new ordinances and market changes. Please refer to the attached staff presentation and redline changes for further details.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Redline
3. Draft Ordinance

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval of the updated fee chart.

MASTER FEE CHART

ANNUAL REVIEW

City Council
October 8, 2024

BACKGROUND

- The Master Fee Chart consolidates fees from many areas, including Building, Fire, Library, Parks, Utility Billing, Planning, and others
- Best practice advises to regularly update the Master Fee Chart
- The redline of the proposed changes to the Master Fee Chart was attached to the packet for review

JUSTIFICATION

- Remove duplicate and/or abandoned fees
- Monitor for improved cost recovery opportunities
- Better match regional standard
- Codify fees created by new ordinances or agreements
- Reflect changes in the market or State law
- Clarify internal policies
- General clean-up purposes

SUSTAINING

The following areas are proposing no changes:

- Fire/EMS fees
- Planning fees
- Library fees
- Health fees & annual registrations
- Tree Mitigation fees
- Utility fees
- Sanitation fees

PROPOSED FEE CHANGES

- Incorporated recent Senior Center membership policy
- Clarified that a custom Partnership Agreement with the City is required to lease the Downtown Square
- Noted that the Site Restoration deposit is refundable
- Public Inconvenience Penalty (updated per consultant report)

DEVELOPMENT RELATED FEES

- Plan review fees (new homes): $400 to $425
- Building permit (new home): $1.10 to $1.12 per sf under roof
- Building permit (remodels): $0.65 to $0.68 per sf under roof
- Irrigation permit: $185 to $200
- Application (commercial & MF): $225 to $250
- Trade/MEP fees (commercial & MF): $0.06 to $0.07 per square foot
- Penalty fee (signs): $25 for 3rd or more plan review
- Hardscape/Landscape: $200 application fee

NEXT STEPS

- October – Public Hearing & Adoption
- Thereafter – Implementation

FYI – in compliance with HB 1922, effective beginning this year, consideration of the Master Fee Chart will be conducted in a public hearing format, which is required at least once every ten years for re-authorization of building permit fees.

CITY OF CELINA
MASTER FEE CHART

UPDATED OCTOBER 2024

Life Connected.

MASTER FEE CHART

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MASTER FEE CHART

Development Fees	
Building Permit Fees	
New 1 & 2 Family Dwellings	
Application	$50
Plan Review	$4~~00~~25 + $200 each additional review after 2nd
Revised Plan Review	$200
Building Permit	$1.1~~0~~2 per sf under roof
T-Pole	$100
Irrigation	$~~185~~200
Fence	$75
Expired Permits/Refund	50% refund on permit fee if prior to work beginning
Re-inspection	$100 per failed inspection after 2nd failed inspection
Unauthorized Cover-Up/ Skipped Inspection	$200 (doubles for every offense on same project)
Paid Same Day Inspection	$150 (requested and paid for before 8AM)
Reinstatement of expired permit	25% (same plan) or 50% (revised) of original fee
Administrative Fee	$20 per MEP sub-swap (on BLDSF projects only)
After Hours Inspection	$80 per hour (4-hour minimum)
Certificate of Occupancy (CO)	$75
Temporary CO	$250
Parkland Dedication	1 acre each 50 lots (or $3 per sf of land of that acreage or appraisal)
Park Improvement	$1,500 per unit
Building Activity	$600 per building
Technology	$500 if/when applicable
Outdoor Warning Device	$40 per unit (SF)
Capital Recovery Fees	If/When applicable
Impact Fees	See Impact Fee Chart (may vary with agreement)
Residential Remodels & Additions	
Application	$50
Plan Review	$125 + $125 each additional review after 2nd
Building Permit Fee	$0.6~~5~~8 per sf under roof ($200 minimum)
Building Fee	$100 per (MEP)
Re-inspection Fee	$100 per failed inspection after 2nd failed inspection
Working without Permit	Double the permit fee (2nd offense is 3x the cost)

MASTER FEE CHART

Residential Building Permits - Mechanical, Electrical, Plumbing	
Building Permit - Mechanical	$100
Building Permit - Electrical	$100
Building Permit - Plumbing	$100
Working without a Permit	Double the permit fee (2nd offense is 3x cost)
Residential Miscellaneous Permits (Minor Permits)	
Application Fee	$50
Plan Review Fee	$100 ($200 for second & beyond)
After Hours Inspection	$80 per hour (4-hour minimum)
Temporary Gas & Electric Inspection	$100
Paid Same Day Inspection	$150 (before 8AM)
Demolition or Foundation Repair	$100
~~Curb Cut/~~Driveway/Flatwork	$100
Fence	$50
Solar Panel/Storm Shelter/Windows	$100
House Moving	$400
Irrigation	$~~185~~200
Backflow Installation	$75
Manufactured Home	$100 + trades ($100 each)
Accessory Structures (patio covers, decks, outdoor kitchens, detached garages, shade structures, carports, fire pits, etc.)	$250 per structure
Pool/Spa	$250 (Major)/$100 (Minor)
Generator	$100
Refund Policy	50% of permit fee when no work has been done
Re-inspection Fee	$100 per failed inspection after 2nd failed inspection
Retaining Wall	$100
Roof/Roof Repair	$100
Simple Grading- Single Lot	$75
T-Pole	$75
Unauthorized Cover-Up/Skipped Inspection	$200 (doubles for every offense on same project)
Water Well Drilling	$100
Work without Permit fee	Double the permit fee

MASTER FEE CHART

New Commercial & Multi-Family	
Application	$~~225~~250
Plan Review	50% of building permit fee for projects valued at $3,000,000 or less, 25% of permit fee for projects valued greater than $3,000,000, or amount as required by 3rd party review
Fourth (or more) Plan Review Fee	$1,000 + $1,000 for each additional round
Revised Plan Check Fee	50% of original plan review fee
Minor Plan Revision	$500
Paid Same Day Inspection	$150 (before 8AM)
Unauthorized Cover-Up/ Skipped Inspection	$500 (doubles for every offense on same project)
Commercial Building Permit	Current ICC sf construction costs table fee for appropriate construction type (gross area X sf construction cost X permit fee multiplier (.0075) = permit fee
Multi-Family Building Permit	$0.90 per sf under roof
Re-Inspection	$100 per each inspection after 2nd failed inspection
Administrative Fee	$20 per sub-swap
Foundation	$100
Irrigation	$~~185~~200
Building Fee (M.E.P.)	$0.0~~6~~7 per square foot (minimum $100)
Outdoor Warning Device	$14 per unit
T-Pole	$150
Building Activity	$500 per building
Technology	$50 (per multi-family unit)
Parkland Dedication Fee	$500 per unit (when applicable)
Park Improvement Fee	$1,000 per unit (when applicable)
Certificate of Occupancy (CO)	$250
Temporary CO	$300 every 30 days
Impact Fees (water, sewer, roadway)	See Impact Fee chart

MASTER FEE CHART

Tenant Finish-Out & Remodel Miscellaneous Commercial & Multi-Family	
Application	$200
Plan Review	50% of building permit fee for projects valued at $3,000,000 or less, 25% of permit fee for projects valued greater than $3,000,000, or amount as required by 3rd party review
Fourth (or more) Plan Review	$500 (escalates by $100 each time thereafter)
Minor Plan Revisions	$500 (50% of original plan review fee for major revisions)
Paid Same Day Inspection	$150 (before 8AM)
Commercial Building Permit	$8 per $1,000 in value ($200 minimum)
Multi-Family Building Permit	$0.44 per square foot
Building Fee (M.E.P.)	$0.0~~6~~7 per square foot ($75 minimum)
Clean & Show/ Meter Release	$75
Administration Fee	$20 per sub-swap
Demolition / Foundation	$100
Re-Roof	$100 permit (per building)
Irrigation	$~~185~~200
Commercial Pool	$500 + trades minimum
~~Curb Cut /~~ Driveway / Flatwork	$100
Retaining Wall/Screen Wall/ Fence	$6 per $1,000 valuation ($100 minimum)
T-Pole	$150
Temporary Trailer	$200 + trades minimum
Temporary Batch Plant	$350
Unauthorized Cover-up/ Skipped Inspection	$250 (doubles for every offense on same project)
Refund Policy	80% the permit fee (only when no work has been done); 50% when work has been done
Re-inspection Policy	$100 per inspection
Working without a Permit	Double the permit fee
After Hours Inspection	$80 per hour (4-hour minimum)
Certificate of Occupancy (CO)	$125
Temporary CO	$300 every 30 days (escalates)

MASTER FEE CHART

Annual Contractor Registration	
Mechanical, Electrical, Plumbing Contractor	No charge per state law
General Contractor	$100
Irrigator Contractor	$100
Sign Contractor	$100
Right-of-Way Contractor	$100
Utility Franchise Contractor	No charge
Working without Permit Fee	Double the permit fee & Re-register as a Contractor
Signs/Promotional Event Permits	
Wall Sign or Miscellaneous	$150 application + $50 permit + $75 electrical (if applicable)
Monument Sign	$150 application + $100 permit + $75 electrical (if applicable)
Banners	$50 permit (valid for a 2-week period)
3rd (or more) Plan Review Fee	$25
Promotional Event	$50 + $50 food (if applicable)
Engineering Fees	
Non-Franchise	$75
After-Hour Inspection	$80 per hour (4-hour minimum)
Minor Review	$500
Floodplain Permit	3rd party review fee (if applicable) + 0-3 acres: $300 3.01-20 acres: $500 20+ acres: $1,000 + $10 per acre
Earthwork/Grading Permit	0-5 acres: $150 5.1-10 acres: $250 10+ acres: $500 + $10 per acre
Site Development Fees (Civil Permit)	
Admin Fee	$2,476
Plan Review	$262 (per page)
Fourth (or more) Plan Review	$1,000 each (escalating $1,000 each round)
Landscape/Hardscape Plan	$200 application + $250 plan review + $500 permit
Revised Plan Fee	50% of original plan review fee (major) $500 (minor)
Civil Permit Fee - Residential	$601 (per lot)
Civil Permit Fee - Non-Residential	$23,358 (per acre)
Civil Permit Fee - Multi-Family	$8,037 (per connection)
Civil Permit Fee – Off-Site Infrastructure	$262 (per page)
District Decertification	$1,750 (per acre) or $2,500 (per meter)

MASTER FEE CHART

Right-of-Way Management Fees Streets, sidewalks, and other public places					
Permit Application		$100			
Expedited Application Fee		$250			
Saturday Inspection Fee; each Saturday		$200			
Permit Expiration Fee; each permit for incomplete work on expiration date if not extended		$30			
Electronic Maps Submittal Fee; per hour of labor necessitated by hard copy submittal in lieu of electronic format (2-hour minimum)		$80			
Registration (per right-of-way user per year)		$50			
Inspection Fee		$1/LF or $150/day of anticipated construction time, whichever is greater			
Small Cell Application Fee (this penalty shall not exceed and is capped by statutory limits)		$500 (1–5 network nodes)			
		$500 (1–5 network nodes)			
		$1,000 per pole			
Small Cell User Fees (this penalty shall not exceed and is capped by statutory limits)		$250 annually for each network node			
		$20 per year for city pole attachment			
Public Inconvenience Penalty Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion of work or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.					
Type of Facility	Unit of Cost	Penalty (per day)			
		31-75 days	79-90 days	90-100 days	100+ days
Sidewalk	Per sf	$0.~~00~~26	$0.~~00~~52	$0.~~00~~78	$~~0.0~~1.04
Driveway	Per each	$39	$78	$117	$156
Traffic Lane	Per sf	$0.0521	$0.1042	$0.1563	$0.2084

MASTER FEE CHART

Fire Services	
Permit & Inspection Fees	
Application Fee	$200 per permit (applies to all permit types)
In-House Plan Review	$200
In-House Plan Re-Review	$150
3rd Party Plan Review	As applicable
Fire Alarm	1-150 devices: $150 150+ devices: $300 Additional floors (beyond the 1st): $100 each
Fire Sprinkler (new commercial or multi-family)	0-100,000 sf - $0.05 per sf 100,000+ sf - $0.03 per sf
Fire Sprinkler (tenant finish-out / remodel)	1-150 sprinkler heads: $250 150+ sprinkler heads: $300 Additional floors (beyond 1st): $50 each
Fire Sprinkler – Single Family	$150
Standpipe Hose Valve System	$200 Additional floors (beyond 1st): $50 each
Fire Vertical Release	$150
Fire Pump	$300
Emergency Responder Communications System Smoke Control System	1-150 devices: $150 150+ devices: $300 Additional floors (beyond the 1st): $100 each
Smoke & Heat Removal System	$200
Alternate Suppression System	$200
Fire Fighter Air Replenishment System (FARS)	$200 Additional floors (beyond 1st): $50 each
Wire and/or Cable Inspection (per Building) Underground Fire Main & Remote FDC (each) Building Access Control System (per door) Gate Access Control (per gate) Hood Suppression System (per hood) FM 200 System/ Spray Booth LPG or Compressed Gases Co2 Beverage Dispensing System Flammable/Combustible Storage Tank (each) Hazardous Materials Rack Storage Industrial Oven Fire Lane Traffic Control Device Battery Systems Inspection Types (not accounted for)	$200
Temporary Tent or Canopy (per structure)	$150

MASTER FEE CHART

Open Burn Permit	$100 per area
Pyrotechnic Display (Fireworks)	$300
Aboveground Temporary Fuel Tank	$200
Working without a Permit	Double the permit fee
Annual Re-inspection Failed Fee	$75 per inspection
Red Tag/Failed Inspection/Stop Work Order	$250 (each occurrence)
After Hours Inspection	$80 per hour (4-hour minimum)
Fire Watch Personnel	$50 per hour (4-hour minimum per each fire watch)

Health Services	
Food Service Establishment	$375
Food Service - Limited Purpose/Private School	$100
Food Service - Non-Profit/Public School	No charge
Food Truck (hot or cold)	$325 (includes fire inspection)
Grocery Store - Major	$650
Grocery Store - Minor	$275
Late Annual Renewal	$150
Re-inspection Fee	$100
Seasonal Food	$150
Temporary Food/ Event Vendor	$100 (included fire inspection)
Other Annual Permits	
Alcohol	Half of the State Fee (TABC regulated)
Pool (Public or semi-private)	$225
Peddler/Solicitor/Vendor	$100 per year per person
Liquid Waste Transporter	$50 each vehicle
Sustainability Registration (multi-family)	$150 + $25 per unit
Sustainability Registration (single-family & duplex)	$50 per unit
COSI Program	$50
Carriage Operator License	$50
Carriage Driver License	$25

MASTER FEE CHART

Planning Services	
Application Fee	$300
Site Plan Review	$750
Minor/Amending/Conveyance Plats	$400
Preliminary/Replat/ Final Plats	$500 + $15 per lot
Plat Processing Fee	$300
Development Agreement (Minor)	$1,000
Development Agreement	$5,000
Development Agreement (Major)	$12,000
Legal Interpretation of Development Agreement	At cost (as invoiced) – minimum $3,000
Fourth (or more) Review Fee	$1,000 + $1,000 for each additional review round
Annexations/PDs/Zoning Change	$750
Specific Use Permit	$500
Zoning Verification Letter	$200 (no application fee)
Variance (BOA)/HPC	$300
Zoning Signage	$350
Alley/ROW Abandonment	$300
Downtown Parking (in lieu)	$3,000 per space (up to 50%) *Downtown Code*
Tree Removal	
Tree Removal Permit	$200 (+ mitigation - see Tree Valuation Schedule)
6”- 10” (DBH)	$600 x (multiplier)
11”- 20” (DBH)	$1,600 x (multiplier)
21”- 30” (DBH)	$4,000 x (multiplier)
31” + (DBH)	$5,000 x (multiplier)
Illegal Tree Removal	$1,000 + double the mitigation costs

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Fire Department Fees	
EMS Billing Fees	
BLS Nonemergency	$1,150
BLS Emergency	$1,150
ALS Nonemergency	$1,350
ALS Emergency	$1,350
ALS Level 2	$1,450
Specialty Care Transport	$1,350
Oxygen	$125
ALS Disposables	$400
BLS Disposables	$300
Medications	$100
Additional Crew Member	$40
Refusal/No Transport Fee	N/A
Definitive Care Fee (treatment by IV or IM meds with no transport)	$200
Security Alarm Fees	
Annual, Nonrefundable - New Alarm permit or Renewal (Residential)	$35
Annual, Nonrefundable - New Alarm Permit or Renewal (Commercial & MF)	$100
• A permit is valid for a period of twelve (12) months from the date of issuance. Permits must be renewed within ten (10) days of the expiration of the previously issued permit. An updated application and registration renewal fee must be submitted for renewal. • Governmental and public educational sites are exempt from all permit fees, false alarm charges, service fees, and fines that are assessed under this article as long as the entity has a valid alarm permit, but shall comply with all other requirements of this article.	
To register an alarm and/or read the City Ordinances on Alarm Systems visit www.crywolfservices.com/celinatx	
Business Fees	
Liquid Propane Portable Container Permit (retail)	Display: $150 per display A plan submittal by the owner is required prior to inspection. Fees include plan review, one final inspection, and a permit. If a red tag is issued to the contractor during an inspection, there will be a re-inspection fee of up to $250 for each re-inspection.

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Utility Rates & Charges		
Water Deposits		
Residential	$200 each living unit	
Business - Fewer than 5 employees	$150	
Business - 5+ employees	$200	
Cleaners/Laundromats	$250	
Grocery Store - Minor	$250	
All Two-Inch Meters	$250, plus $100 for each inch over 2”	
Water Rates - Residential		
Inside City (W1) - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$24.56	$24.56
1”	$41.30	$41.30
1-1/2”	$82.61	$82.61
2”	$132.18	$132.18
Inside City (W1) - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	$5.37	$5.37
10,001-20,000	$8.13	$8.13
20,001-30,000	$9.57	$9.57
30,001 & above	$13.81	$13.81
Outside City (W2) - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$36.84	$36.84
1”	$61.95	$61.95
1-1/2”	$123.92	$123.92
2”	$198.27	$198.27
Outside City (W2) - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	$8.05	$8.05
10,001-20,000	$12.19	$12.19
20,001-30,000	$14.35	$14.35
30,001 & above	$20.72	$20.72
Water Rates - Commercial		
Inside City (W3) - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$29.50	$29.50
1”	$51.63	$51.63
1-1/2”	$103.27	$103.27

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2”	$165.22	$165.22
3”	$247.83	$247.83
4”	$413.05	$413.05
6”	-	$843.13
8”	-	$1,636.58
Inside City (W3) - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	$5.37	$5.37
10,001-20,000	$8.13	$8.13
20,001-30,000	$9.57	$9.57
30,001 & Above	$13.81	$13.81
Outside City (W4) – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$44.25	$44.25
1”	$77.45	$77.45
1-1/2”	$154.90	$154.90
2”	$247.84	$247.84
3”	$371.74	$371.74
4”	$619.58	$619.58
Outside City (W4) – Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	$8.05	$8.05
10,001-20,00	$12.19	$12.19
20,001-30,000	$14.35	$14.35
30,001 & Above	$20.72	$20.72

Temporary Water Service: Temporary water service may be established at a residential structure for cleaning at the rate of $15.00 per day, which includes services for seven (7) days or less for up to two-thousand gallons. The temporary connection service may be renewed in seven-day increments to a maximum of twenty-eight (28) consecutive days. Water consumed over two-thousand gallons will be billed at the regular volumetric rates.

Bulk water sales: Bulk water sales via a fire hydrant connection will be billed at the most current commercial rate. Anyone caught obtaining water without permission will be charged with a criminal offense.

New Home Builder Service: New homes that are under construction will be charged at monthly fee of $100.00 per month during construction in lieu of standard billing rates. After a Certificate of Occupancy is issued on a new home, the City’s standard rate structure will apply.

Waste Water - Residential		
Inside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$25.54	$25.54
1”	$45.90	$45.90

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1-1/2”	$85.66	$85.66
2”	$146.85	$146.85
Inside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
Minimum - 5,000	$6.37	$6.37
5,001-Above	$7.88	$7.88
Gallon Allowance	1,000	0
Outside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$38.32	$38.32
1”	$68.84	$68.84
1 ½”	$128.49	$128.49
2”	$220.27	$220.27
Outside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
Minimum-5,000	$9.55	$9.55
5,001-Above	$11.82	$11.82
Gallon Allowance	1,000	0
Waste Water - Commercial		
Inside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$30.59	$30.59
1”	$57.37	$57.37
1 ½”	$107.08	$107.08
2”	$183.56	$183.56
3” (added 12/13/22)	$256.96	$256.96
4”	$458.90	$458.90
6” (added 12/13/22)	$917.80	$917.80
8” (added12/13/22)	$1,835.60	$1,835.60
Inside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001 & above	$6.94	$6.94
Outside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$45.89	$45.89
1”	$86.06	$86.06
1 ½”	$160.63	$160.63
2”	$275.34	$275.34
4”	$688.36	688.36
Outside City - Volume Rate/1,000 gallons		

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	Effective Jun-22	Effective Jun-23
2,001 & Above	$10.41	$10.41

Municipal Drainage Utility System Fees

The drainage utility fee set forth in this section shall be collected through the city's bill for public utilities pursuant to the act

Impervious Area: Fee Assessed

• Drainage utility fees shall be charged based on a property's contribution to the public drainage utility system. The contribution shall be based on the impervious area for the property.

• The drainage utility fee, payable monthly, shall be established with respect to all property within the City according to the following schedule

Single-Family Residential	
Tier 1 (smallest 20%, 0 – 3,750 sf IA)	$4.90
Tier 2 (middle 60%, 3,750–6,400 sf IA)	$7.90
Tier 3 (largest 20%, > 6,400 sf IA)	$13.25

Non Single-Family Residential	
Monthly Rate per ERU	$7.75

*ERU (Equivalent Residential Unit) = 5,000 sf impervious area.

A minimum charge of one (1) ERU shall be applied to each nonexempt non-single family residential developed property, regardless of classification.

Impervious Exemptions

• Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the city in which the property is located for maintenance;

• A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the city;

• Property with proper construction and maintenance of a wholly sufficient and privately-owned drainage system;

- State property;
- City property;
- County property;
- School district property;
- Tax-exempt religious institution property; and Public or private institutions of
- higher education property.

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Service Fees

Garbage Collection (Residential / Senior Citizen) + 8.25% Sales Tax

Effective	11/18/2022	11/18/2023
Trash	$16.30 / $15.40	$17.74 / $16.76
Recycling	$3.65 / $3.65	$3.97 / $3.97
Extra Cart	$9.75	$10.75

Garbage Collection (Mustang SUD Customers) + 8.25% sales tax

Effective	11/18/2022	11/18/2023
Trash	$16.30	$17.74
Recycling	$3.65	$3.97
Extra Cart	$9.75	$10.75

Commercial Frontload Rate Schedule

Size/ Frequency	Lifts						
	1	2	3	4	5	6	Extra Lift
2 Cubic Yd	$98.93	$202.55	$273.02	$279.44	$296.91	$302.84	$70.22
3 Cubic Yd	$138.06	$306.51	$381.03	$409.14	$434.71	$443.40	$81.91
4 Cubic Yd	$182.95	$368.18	$504.97	$514.94	$547.12	$558.07	$93.59
6 Cubic Yd	$205.67	$410.53	$567.66	$578.50	$707.05	$806.03	$128.69
8 Cubic Yd	$251.38	$452.45	$694.30	$925.68	$1,256.73	$1,389.21	$140.37

Container with Gates	$7.01
Containers with Casters	$14.02
Containers with Locks	$13.67
Commercial Cart 1x Week	$36.27
Commercial Cart 2x Week	$46.07
Commercial Recycle Cart	$3.76
Additional Cart	$27.75

Roll off Rate Schedule (20, 30, 40 Cubic Yard) Per Ton

Haul	$558.81
Delivery	$147.07
Daily Rent	$5.89
Monthly Rent	$176.71
Disposal Per Ton	$50.99
Disposal Load	$300.00
Relocation	$99.35

Downtown Compactors (City Owned)

	Monthly (1 pickup/week)	Monthly (2 pickup/week)
Tier 1 - Service Company	$50	$80
Tier 2 - Service Company	$150	$250

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Tier 3 - Food Service Company		
0-125 Max Occupancy (inside/outside)	$500	$600
126-225 Max Occupancy (inside/outside)	$600	$700
226-300 Max Occupancy (inside/outside)	$700	$800
Replacement of Key	$100	
Illegal Dumping Fee (no 1-time use allowed)	$1,000	

Water & Sewer Service Charges	
Disconnect/Reconnect Fee	$50 ($75 if beyond the City's normal business hours)
Transfer Fee	$25
Trip Fee	$15 ($75 if beyond the City's normal business hours)
Re-Read	$20
Profile History	$25 plus $0.10 per page
Temporary Disconnect/Reconnect	$25
Meter Test	$150
Tamper Fee	$1,000
Returned Check Fee	$25

Meter Fees	
¾"	$415 (existing meters only)
1"	$480 (minimum meter size)
1 ½"	$1730
2"	$1,970
Meter Change Out (Customer Request)	Current cost of the meter plus labor & materials

Fire Hydrant Meter Fees	
Meter Deposit	$2,700
Monthly Administrative Fee	$50
Relocation Fee	$100 (original) $150 (2nd time) $200 (3rd+ time)
Tamper Fee	$1,000
Damaged Collar Lock	$95

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Damage (due to improper freeze protection or abuse)	$1,400
Damaged RPZ (due to improper freeze protection or abuse)	$806
Contractors are responsible for providing proper freeze protection to Fire Hydrant Meter and RPZ assembly	
Re-inspection Fees	
First	$125
Second	$175
Third	$225
Water/Wastewater Connection Fees	
Water	
1” Access	$2,175
1 ½” Access	$2,475
2” Access	$2,475
Boring Fee	$1,200
• All taps and meters greater than two inches will need to be installed by the contractor, shall require a meter vault, and shall meet the most current engineering design standards. The City will only install meters up to 2” in size; larger meters must be picked up and installed by the builder. • Standard fees reference herein do not include extraordinary costs incurred by the City, including but not limited to the cost of labor and materials related to boring and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.	
Sewer	
4” Tap	$1,500
Boring Fee	$1,000
• All taps greater than four inches will need to be installed by the contractor. • Standard fees referenced herein do not include extraordinary costs incurred by the City, including but not limited to the cost of labor and materials related to boring, manholes, and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.	
Pro-Rata Charges The rate of recovery will be calculated at the time of installation, however, will not exceed the actual amount of the line installed. The time period for recovery is five years past the date of the end of the maintenance bond.	
Impact Fees Impact fees for water and sewer service units shall be charged in accordance with the current impact fee ordinance.	
Repair Fees Repair to a city-owned infrastructure, including meters/components, will be charged to the party responsible for the damage or disruption of service. The fees associated with the repair	

MASTER FEE CHART

charge will be actual cost of materials, equipment, labor, and repair to streets and easements.
Review Fees for Permits - Individual wastewater discharge permit A review fee and administration fee will be due at time of application in the amount of seven thousand five hundred dollars ($7,500). No permit will be issued until this fee is paid by the applicant.

Parks & Recreation

Practice/Tournament

	Practice (2 hours)	Tournament*	Camp/Clinic/Etc.
Turf Baseball/Softball	$50	$400 (per day)	$10 per participant, as applicable**
Baseball/Softball (per field)	$50	$350 (per day)	
Soccer/Football (per field)	$25	$200 (per day)	
Tennis Court (per court)	$20	$40 (per day)	

*Tournament fee includes 1 field setup, typically for the start of the event
**The Parks Department reserves the right to adjust pricing based on the specifics of any given event

Additional Facility Costs

Lighting (per field)	$40 per hour
Electrical Pedestal Station (Max 50 AMPS)	$100 per pedestal station
Game Preparation (baseball/softball)	$30 per field, per setup
Game Preparation (multiuse fields)	Costs contingent upon dimensions and markings required ($30 minimum)
Parks and Recreation Staff (per employee)	$40 hourly

- After 11:00 PM, it is mandatory to have one parks representative on site
- At the discretion of the Director, more than one parks representative may be required
- Repair of damaged facilities to be paid for at actual cost of labor and materials
- Parks department reserves exclusive right to sale of concession items and use of concession stand unless agreed upon otherwise in rental agreement contract

Pavilion (per 4 hours)

Less than 50 attendees	$50
51-100 Attendees	$75
More than 100 Attendees	$125

Senior Center

Deposit	$200
Rental Fee	$100 per day

MASTER FEE CHART

Ralph O'Dell Senior Center Membership				
Membership Type	**Age**	**Monthly Fee**	**Annual Fee**	**Daily Guest Pass**
Resident	65-74	$10	$100	$5
Non-Resident	65-74	$30	$300	$5
Resident	75-89	$5	$50	$5
Non-Resident	75-89	$15	$150	$5
Resident	90+	$0	$0	$0
Non-Resident	90+	$5	$50	$5

Races (walk/run/other)	
Site Restoration Fee (refundable)	0 – 250 participants ($250) 251 – 500 participants ($400) 501 – 1,000 participants ($600)
Old Celina Park (facility rental fee)	$1,100 (4 hours)

Downtown Square
A customized Partnership Agreement with the City is required.

Downtown Pavilion Wedding Rental
$500 - please note that the City entered into an exclusivity agreement with Two29 On The Square and S&S Events Rentals, requiring all interested parties to book this City facility through that license.

Special Events	
Special Events Permits	$100 – Tier 1 $175 – Tier 2 $250 – Tier 3 $350 – Tier 4

Film Friendly	
Minor Application	$100
Major Application	$300

Library Fees	
Replacement Library Cards	$1
Damaged Audio/Visual Cases	$3
Lost or Damaged Material	Replacement cost of the item documented in the library database record
Copies & Printing	$0.10 per page
Fax (sending and receiving)	$1 for first page and $0.50 for each additional page
*Library material that is 60 days or more overdue is considered lost, and the replacement cost of the item is added to the borrower's record.	

MASTER FEE CHART

Miscellaneous Fees	
Copies of fire and police reports and other special documents	Charges to recover costs associated with public information requests related to fire and police shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
	Copies of special documents for police reports shall be assessed in accordance with the Texas Transportation Code (550.065) Release of Certain Information Relating to Accidents.
Copies of public information	Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
Fingerprinting Fee	$25
Garage Sale Permit	$10 per event held
Animal Control Related Fees	Animal control related fees shall be in accordance with the Collin County Animal Services and City of Celina Interlocal Agreement, as amended.
Financial Statements or Year-End Audits	$10
Code of Ordinances	$100
Comprehensive Plans with Maps	$200

CITY OF CELINA, TEXAS

ORDINANCE 2024-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S MASTER FEE CHART (APPENDIX A); PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; ANDPROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin County and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety, and general welfare; and

WHEREAS, the City Council is empowered to recover costs through the collection of various fees;

WHEREAS, it is in the best interest of the public health, safety, and welfare that the City's fee schedule be revised.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3
AMENDMENTS

3.01 That the City of Celina Code of Ordinances, Appendix A: Master Fee Chart, is hereby amended by way of replacement to read as contained in the attached Exhibit A.

3.02 All other articles, chapters, sections, paragraphs, sentences, phrases, and words are not amended and are hereby ratified and affirmed.

SECTION 4
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting utility rates and fees which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in 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 7
PENALTY

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. 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 Five Hundred Dollars ($500) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

SECTION 8
PUBLICATION CLAUSE

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

SECTION 9
ENGROSSMENT AND ENROLLMENT

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

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 8th day of October, 2024.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Vaughns, City Secretary

[SEAL]

CITY OF CELINA
MASTER FEE CHART

UPDATED OCTOBER 2024

Life Connected.

MASTER FEE CHART

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MASTER FEE CHART

Development Fees	
Building Permit Fees	
New 1 & 2 Family Dwellings	
Application	$50
Plan Review	$425 + $200 each additional review after 2nd
Revised Plan Review	$200
Building Permit	$1.12 per sf under roof
T-Pole	$100
Irrigation	$200
Fence	$75
Expired Permits/Refund	50% refund on permit fee if prior to work beginning
Re-inspection	$100 per failed inspection after 2nd failed inspection
Unauthorized Cover-Up/ Skipped Inspection	$200 (doubles for every offense on same project)
Paid Same Day Inspection	$150 (requested and paid for before 8AM)
Reinstatement of expired permit	25% (same plan) or 50% (revised) of original fee
Administrative Fee	$20 per MEP sub-swap (on BLDSF projects only)
After Hours Inspection	$80 per hour (4-hour minimum)
Certificate of Occupancy (CO)	$75
Temporary CO	$250
Parkland Dedication	1 acre each 50 lots (or $3 per sf of land of that acreage or appraisal)
Park Improvement	$1,500 per unit
Building Activity	$600 per building
Technology	$500 if/when applicable
Outdoor Warning Device	$40 per unit (SF)
Capital Recovery Fees	If/When applicable
Impact Fees	See Impact Fee Chart (may vary with agreement)
Residential Remodels & Additions	
Application	$50
Plan Review	$125 + $125 each additional review after 2nd
Building Permit Fee	$0.68 per sf under roof ($200 minimum)
Building Fee	$100 per (MEP)
Re-inspection Fee	$100 per failed inspection after 2nd failed inspection
Working without Permit	Double the permit fee (2nd offense is 3x the cost)

MASTER FEE CHART

Residential Building Permits - Mechanical, Electrical, Plumbing	
Building Permit - Mechanical	$100
Building Permit - Electrical	$100
Building Permit - Plumbing	$100
Working without a Permit	Double the permit fee (2nd offense is 3x cost)
Residential Miscellaneous Permits (Minor Permits)	
Application Fee	$50
Plan Review Fee	$100 ($200 for second & beyond)
After Hours Inspection	$80 per hour (4-hour minimum)
Temporary Gas & Electric Inspection	$100
Paid Same Day Inspection	$150 (before 8AM)
Demolition or Foundation Repair	$100
Driveway/Flatwork	$100
Fence	$50
Solar Panel/Storm Shelter/Windows	$100
House Moving	$400
Irrigation	$200
Backflow Installation	$75
Manufactured Home	$100 + trades ($100 each)
Accessory Structures (patio covers, decks, outdoor kitchens, detached garages, shade structures, carports, fire pits, etc.)	$250 per structure
Pool/Spa	$250 (Major)/$100 (Minor)
Generator	$100
Refund Policy	50% of permit fee when no work has been done
Re-inspection Fee	$100 per failed inspection after 2nd failed inspection
Retaining Wall	$100
Roof/Roof Repair	$100
Simple Grading- Single Lot	$75
T-Pole	$75
Unauthorized Cover-Up/Skipped Inspection	$200 (doubles for every offense on same project)
Water Well Drilling	$100
Work without Permit fee	Double the permit fee

MASTER FEE CHART

New Commercial & Multi-Family	
Application	$250
Plan Review	50% of building permit fee for projects valued at $3,000,000 or less, 25% of permit fee for projects valued greater than $3,000,000, or amount as required by 3rd party review
Fourth (or more) Plan Review Fee	$1,000 + $1,000 for each additional round
Revised Plan Check Fee	50% of original plan review fee
Minor Plan Revision	$500
Paid Same Day Inspection	$150 (before 8AM)
Unauthorized Cover-Up/ Skipped Inspection	$500 (doubles for every offense on same project)
Commercial Building Permit	Current ICC sf construction costs table fee for appropriate construction type (gross area X sf construction cost X permit fee multiplier (.0075) = permit fee
Multi-Family Building Permit	$0.90 per sf under roof
Re-Inspection	$100 per each inspection after 2nd failed inspection
Administrative Fee	$20 per sub-swap
Foundation	$100
Irrigation	$200
Building Fee (M.E.P.)	$0.07 per square foot (minimum $100)
Outdoor Warning Device	$14 per unit
T-Pole	$150
Building Activity	$500 per building
Technology	$50 (per multi-family unit)
Parkland Dedication Fee	$500 per unit (when applicable)
Park Improvement Fee	$1,000 per unit (when applicable)
Certificate of Occupancy (CO)	$250
Temporary CO	$300 every 30 days
Impact Fees (water, sewer, roadway)	See Impact Fee chart

MASTER FEE CHART

Tenant Finish-Out & Remodel Miscellaneous Commercial & Multi-Family	
Application	$200
Plan Review	50% of building permit fee for projects valued at $3,000,000 or less, 25% of permit fee for projects valued greater than $3,000,000, or amount as required by 3rd party review
Fourth (or more) Plan Review	$500 (escalates by $100 each time thereafter)
Minor Plan Revisions	$500 (50% of original plan review fee for major revisions)
Paid Same Day Inspection	$150 (before 8AM)
Commercial Building Permit	$8 per $1,000 in value ($200 minimum)
Multi-Family Building Permit	$0.44 per square foot
Building Fee (M.E.P.)	$0.07 per square foot ($75 minimum)
Clean & Show/ Meter Release	$75
Administration Fee	$20 per sub-swap
Demolition / Foundation	$100
Re-Roof	$100 permit (per building)
Irrigation	$200
Commercial Pool	$500 + trades minimum
Driveway / Flatwork	$100
Retaining Wall/Screen Wall/ Fence	$6 per $1,000 valuation ($100 minimum)
T-Pole	$150
Temporary Trailer	$200 + trades minimum
Temporary Batch Plant	$350
Unauthorized Cover-up/ Skipped Inspection	$250 (doubles for every offense on same project)
Refund Policy	80% the permit fee (only when no work has been done); 50% when work has been done
Re-inspection Policy	$100 per inspection
Working without a Permit	Double the permit fee
After Hours Inspection	$80 per hour (4-hour minimum)
Certificate of Occupancy (CO)	$125
Temporary CO	$300 every 30 days (escalates)

MASTER FEE CHART

Annual Contractor Registration	
Mechanical, Electrical, Plumbing Contractor	No charge per state law
General Contractor	$100
Irrigator Contractor	$100
Sign Contractor	$100
Right-of-Way Contractor	$100
Utility Franchise Contractor	No charge
Working without Permit Fee	Double the permit fee & Re-register as a Contractor
Signs/Promotional Event Permits	
Wall Sign or Miscellaneous	$150 application + $50 permit + $75 electrical (if applicable)
Monument Sign	$150 application + $100 permit + $75 electrical (if applicable)
Banners	$50 permit (valid for a 2-week period)
3rd (or more) Plan Review Fee	$25
Promotional Event	$50 + $50 food (if applicable)
Engineering Fees	
Non-Franchise	$75
After-Hour Inspection	$80 per hour (4-hour minimum)
Minor Review	$500
Floodplain Permit	3rd party review fee (if applicable) + 0-3 acres: $300 3.01-20 acres: $500 20+ acres: $1,000 + $10 per acre
Earthwork/Grading Permit	0-5 acres: $150 5.1-10 acres: $250 10+ acres: $500 + $10 per acre
Site Development Fees (Civil Permit)	
Admin Fee	$2,476
Plan Review	$262 (per page)
Fourth (or more) Plan Review	$1,000 each (escalating $1,000 each round)
Landscape/Hardscape Plan	$200 application + $250 plan review + $500 permit
Revised Plan Fee	50% of original plan review fee (major) $500 (minor)
Civil Permit Fee - Residential	$601 (per lot)
Civil Permit Fee - Non-Residential	$23,358 (per acre)
Civil Permit Fee - Multi-Family	$8,037 (per connection)
Civil Permit Fee – Off-Site Infrastructure	$262 (per page)
District Decertification	$1,750 (per acre) or $2,500 (per meter)

MASTER FEE CHART

Right-of-Way Management Fees Streets, sidewalks, and other public places					
Permit Application		$100			
Expedited Application Fee		$250			
Saturday Inspection Fee; each Saturday		$200			
Permit Expiration Fee; each permit for incomplete work on expiration date if not extended		$30			
Electronic Maps Submittal Fee; per hour of labor necessitated by hard copy submittal in lieu of electronic format (2-hour minimum)		$80			
Registration (per right-of-way user per year)		$50			
Inspection Fee		$1/LF or $150/day of anticipated construction time, whichever is greater			
Small Cell Application Fee (this penalty shall not exceed and is capped by statutory limits)		$500 (1–5 network nodes)			
		$500 (1–5 network nodes)			
		$1,000 per pole			
Small Cell User Fees (this penalty shall not exceed and is capped by statutory limits)		$250 annually for each network node			
		$20 per year for city pole attachment			
Public Inconvenience Penalty Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion of work or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.					
Type of Facility	Unit of Cost	Penalty (per day)			
		31-75 days	79-90 days	90-100 days	100+ days
Sidewalk	Per sf	$0.26	$0.52	$0.78	$1.04
Driveway	Per each	$39	$78	$117	$156
Traffic Lane	Per sf	$0.0521	$0.1042	$0.1563	$0.2084

MASTER FEE CHART

Fire Services	
Permit & Inspection Fees	
Application Fee	$200 per permit (applies to all permit types)
In-House Plan Review	$200
In-House Plan Re-Review	$150
3rd Party Plan Review	As applicable
Fire Alarm	1-150 devices: $150 150+ devices: $300 Additional floors (beyond the 1st): $100 each
Fire Sprinkler (new commercial or multi-family)	0-100,000 sf - $0.05 per sf 100,000+ sf - $0.03 per sf
Fire Sprinkler (tenant finish-out / remodel)	1-150 sprinkler heads: $250 150+ sprinkler heads: $300 Additional floors (beyond 1st): $50 each
Fire Sprinkler – Single Family	$150
Standpipe Hose Valve System	$200 Additional floors (beyond 1st): $50 each
Fire Vertical Release	$150
Fire Pump	$300
Emergency Responder Communications System Smoke Control System	1-150 devices: $150 150+ devices: $300 Additional floors (beyond the 1st): $100 each
Smoke & Heat Removal System	$200
Alternate Suppression System	$200
Fire Fighter Air Replenishment System (FARS)	$200 Additional floors (beyond 1st): $50 each
Wire and/or Cable Inspection (per Building) Underground Fire Main & Remote FDC (each) Building Access Control System (per door) Gate Access Control (per gate) Hood Suppression System (per hood) FM 200 System/ Spray Booth LPG or Compressed Gases Co2 Beverage Dispensing System Flammable/Combustible Storage Tank (each) Hazardous Materials Rack Storage Industrial Oven Fire Lane Traffic Control Device Battery Systems Inspection Types (not accounted for)	$200
Temporary Tent or Canopy (per structure)	$150

MASTER FEE CHART

Open Burn Permit	$100 per area
Pyrotechnic Display (Fireworks)	$300
Aboveground Temporary Fuel Tank	$200
Working without a Permit	Double the permit fee
Annual Re-inspection Failed Fee	$75 per inspection
Red Tag/Failed Inspection/Stop Work Order	$250 (each occurrence)
After Hours Inspection	$80 per hour (4-hour minimum)
Fire Watch Personnel	$50 per hour (4-hour minimum per each fire watch)

Health Services	
Food Service Establishment	$375
Food Service - Limited Purpose/Private School	$100
Food Service - Non-Profit/Public School	No charge
Food Truck (hot or cold)	$325 (includes fire inspection)
Grocery Store - Major	$650
Grocery Store - Minor	$275
Late Annual Renewal	$150
Re-inspection Fee	$100
Seasonal Food	$150
Temporary Food/ Event Vendor	$100 (included fire inspection)
Other Annual Permits	
Alcohol	Half of the State Fee (TABC regulated)
Pool (Public or semi-private)	$225
Peddler/Solicitor/Vendor	$100 per year per person
Liquid Waste Transporter	$50 each vehicle
Sustainability Registration (multi-family)	$150 + $25 per unit
Sustainability Registration (single-family & duplex)	$50 per unit
COSI Program	$50
Carriage Operator License	$50
Carriage Driver License	$25

MASTER FEE CHART

Planning Services	
Application Fee	$300
Site Plan Review	$750
Minor/Amending/Conveyance Plats	$400
Preliminary/Replat/ Final Plats	$500 + $15 per lot
Plat Processing Fee	$300
Development Agreement (Minor)	$1,000
Development Agreement	$5,000
Development Agreement (Major)	$12,000
Legal Interpretation of Development Agreement	At cost (as invoiced) – minimum $3,000
Fourth (or more) Review Fee	$1,000 + $1,000 for each additional review round
Annexations/PDs/Zoning Change	$750
Specific Use Permit	$500
Zoning Verification Letter (no application fee)	$200
Variance (BOA)/HPC	$300
Zoning Signage	$350
Alley/ROW Abandonment	$300
Downtown Parking (in lieu)	$3,000 per space (up to 50%) *Downtown Code*
Tree Removal	
Tree Removal Permit	$200 (+ mitigation - see Tree Valuation Schedule)
6”- 10” (DBH)	$600 x (multiplier)
11”- 20” (DBH)	$1,600 x (multiplier)
21”- 30” (DBH)	$4,000 x (multiplier)
31” + (DBH)	$5,000 x (multiplier)
Illegal Tree Removal	$1,000 + double the mitigation costs

MASTER FEE CHART

Fire Department Fees	
EMS Billing Fees	
BLS Nonemergency	$1,150
BLS Emergency	$1,150
ALS Nonemergency	$1,350
ALS Emergency	$1,350
ALS Level 2	$1,450
Specialty Care Transport	$1,350
Oxygen	$125
ALS Disposables	$400
BLS Disposables	$300
Medications	$100
Additional Crew Member	$40
Refusal/No Transport Fee	N/A
Definitive Care Fee (treatment by IV or IM meds with no transport)	$200
Security Alarm Fees	
Annual, Nonrefundable - New Alarm permit or Renewal (Residential)	$35
Annual, Nonrefundable - New Alarm Permit or Renewal (Commercial & MF)	$100
• A permit is valid for a period of twelve (12) months from the date of issuance. Permits must be renewed within ten (10) days of the expiration of the previously issued permit. An updated application and registration renewal fee must be submitted for renewal. • Governmental and public educational sites are exempt from all permit fees, false alarm charges, service fees, and fines that are assessed under this article as long as the entity has a valid alarm permit, but shall comply with all other requirements of this article.	
To register an alarm and/or read the City Ordinances on Alarm Systems visit www.crywolfservices.com/celinatx	
Business Fees	
Liquid Propane Portable Container Permit (retail)	Display: $150 per display A plan submittal by the owner is required prior to inspection. Fees include plan review, one final inspection, and a permit. If a red tag is issued to the contractor during an inspection, there will be a re-inspection fee of up to $250 for each re-inspection.

MASTER FEE CHART

Utility Rates & Charges		
Water Deposits		
Residential	$200 each living unit	
Business - Fewer than 5 employees	$150	
Business - 5+ employees	$200	
Cleaners/Laundromats	$250	
Grocery Store - Minor	$250	
All Two-Inch Meters	$250, plus $100 for each inch over 2”	
Water Rates - Residential		
Inside City (W1) - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$24.56	$24.56
1”	$41.30	$41.30
1-1/2”	$82.61	$82.61
2”	$132.18	$132.18
Inside City (W1) - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	$5.37	$5.37
10,001-20,000	$8.13	$8.13
20,001-30,000	$9.57	$9.57
30,001 & above	$13.81	$13.81
Outside City (W2) - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$36.84	$36.84
1”	$61.95	$61.95
1-1/2”	$123.92	$123.92
2”	$198.27	$198.27
Outside City (W2) - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	$8.05	$8.05
10,001-20,000	$12.19	$12.19
20,001-30,000	$14.35	$14.35
30,001 & above	$20.72	$20.72
Water Rates - Commercial		
Inside City (W3) - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$29.50	$29.50
1”	$51.63	$51.63
1-1/2”	$103.27	$103.27

MASTER FEE CHART

2”	$165.22	$165.22
3”	$247.83	$247.83
4”	$413.05	$413.05
6”	-	$843.13
8”	-	$1,636.58
Inside City (W3) - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	$5.37	$5.37
10,001-20,000	$8.13	$8.13
20,001-30,000	$9.57	$9.57
30,001 & Above	$13.81	$13.81
Outside City (W4) – Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$44.25	$44.25
1”	$77.45	$77.45
1-1/2”	$154.90	$154.90
2”	$247.84	$247.84
3”	$371.74	$371.74
4”	$619.58	$619.58
Outside City (W4) – Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001-10,000	$8.05	$8.05
10,001-20,00	$12.19	$12.19
20,001-30,000	$14.35	$14.35
30,001 & Above	$20.72	$20.72

Temporary Water Service: Temporary water service may be established at a residential structure for cleaning at the rate of $15.00 per day, which includes services for seven (7) days or less for up to two-thousand gallons. The temporary connection service may be renewed in seven-day increments to a maximum of twenty-eight (28) consecutive days. Water consumed over two-thousand gallons will be billed at the regular volumetric rates.

Bulk water sales: Bulk water sales via a fire hydrant connection will be billed at the most current commercial rate. Anyone caught obtaining water without permission will be charged with a criminal offense.

New Home Builder Service: New homes that are under construction will be charged at monthly fee of $100.00 per month during construction in lieu of standard billing rates. After a Certificate of Occupancy is issued on a new home, the City’s standard rate structure will apply.

Waste Water - Residential		
Inside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$25.54	$25.54
1”	$45.90	$45.90

MASTER FEE CHART

1-1/2”	$85.66	$85.66
2”	$146.85	$146.85
Inside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
Minimum - 5,000	$6.37	$6.37
5,001-Above	$7.88	$7.88
Gallon Allowance	1,000	0
Outside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$38.32	$38.32
1”	$68.84	$68.84
1 ½”	$128.49	$128.49
2”	$220.27	$220.27
Outside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
Minimum-5,000	$9.55	$9.55
5,001-Above	$11.82	$11.82
Gallon Allowance	1,000	0
Waste Water - Commercial		
Inside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$30.59	$30.59
1”	$57.37	$57.37
1 ½”	$107.08	$107.08
2”	$183.56	$183.56
3” (added 12/13/22)	$256.96	$256.96
4”	$458.90	$458.90
6” (added 12/13/22)	$917.80	$917.80
8” (added12/13/22)	$1,835.60	$1,835.60
Inside City - Volume Rate/1,000 gallons		
	Effective Jun-22	Effective Jun-23
2,001 & above	$6.94	$6.94
Outside City - Monthly Minimum Charge		
	Effective Jun-22	Effective Jun-23
¾”	$45.89	$45.89
1”	$86.06	$86.06
1 ½”	$160.63	$160.63
2”	$275.34	$275.34
4”	$688.36	688.36
Outside City - Volume Rate/1,000 gallons		

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	Effective Jun-22	Effective Jun-23
2,001 & Above	$10.41	$10.41

Municipal Drainage Utility System Fees

The drainage utility fee set forth in this section shall be collected through the city's bill for public utilities pursuant to the act

Impervious Area: Fee Assessed

• Drainage utility fees shall be charged based on a property's contribution to the public drainage utility system. The contribution shall be based on the impervious area for the property.

• The drainage utility fee, payable monthly, shall be established with respect to all property within the City according to the following schedule

Single-Family Residential	
Tier 1 (smallest 20%, 0 – 3,750 sf IA)	$4.90
Tier 2 (middle 60%, 3,750–6,400 sf IA)	$7.90
Tier 3 (largest 20%, > 6,400 sf IA)	$13.25

Non Single-Family Residential	
Monthly Rate per ERU	$7.75

*ERU (Equivalent Residential Unit) = 5,000 sf impervious area.

A minimum charge of one (1) ERU shall be applied to each nonexempt non-single family residential developed property, regardless of classification.

Impervious Exemptions

• Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the city in which the property is located for maintenance;

• A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the city;

• Property with proper construction and maintenance of a wholly sufficient and privately-owned drainage system;

- State property;
- City property;
- County property;
- School district property;
- Tax-exempt religious institution property; and Public or private institutions of
- higher education property.

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Service Fees

Garbage Collection (Residential / Senior Citizen) + 8.25% Sales Tax

Effective	11/18/2022	11/18/2023
Trash	$16.30 / $15.40	$17.74 / $16.76
Recycling	$3.65 / $3.65	$3.97 / $3.97
Extra Cart	$9.75	$10.75

Garbage Collection (Mustang SUD Customers) + 8.25% sales tax

Effective	11/18/2022	11/18/2023
Trash	$16.30	$17.74
Recycling	$3.65	$3.97
Extra Cart	$9.75	$10.75

Commercial Frontload Rate Schedule

Size/ Frequency	Lifts						
	1	2	3	4	5	6	Extra Lift
2 Cubic Yd	$98.93	$202.55	$273.02	$279.44	$296.91	$302.84	$70.22
3 Cubic Yd	$138.06	$306.51	$381.03	$409.14	$434.71	$443.40	$81.91
4 Cubic Yd	$182.95	$368.18	$504.97	$514.94	$547.12	$558.07	$93.59
6 Cubic Yd	$205.67	$410.53	$567.66	$578.50	$707.05	$806.03	$128.69
8 Cubic Yd	$251.38	$452.45	$694.30	$925.68	$1,256.73	$1,389.21	$140.37

Container with Gates	$7.01
Containers with Casters	$14.02
Containers with Locks	$13.67
Commercial Cart 1x Week	$36.27
Commercial Cart 2x Week	$46.07
Commercial Recycle Cart	$3.76
Additional Cart	$27.75

Roll off Rate Schedule (20, 30, 40 Cubic Yard) Per Ton

Haul	$558.81
Delivery	$147.07
Daily Rent	$5.89
Monthly Rent	$176.71
Disposal Per Ton	$50.99
Disposal Load	$300.00
Relocation	$99.35

Downtown Compactors (City Owned)

	Monthly (1 pickup/week)	Monthly (2 pickup/week)
Tier 1 - Service Company	$50	$80
Tier 2 - Service Company	$150	$250

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Tier 3 - Food Service Company		
0-125 Max Occupancy (inside/outside)	$500	$600
126-225 Max Occupancy (inside/outside)	$600	$700
226-300 Max Occupancy (inside/outside)	$700	$800
Replacement of Key	$100	
Illegal Dumping Fee (no 1-time use allowed)	$1,000	
Water & Sewer Service Charges		
Disconnect/Reconnect Fee	$50 ($75 if beyond the City's normal business hours)	
Transfer Fee	$25	
Trip Fee	$15 ($75 if beyond the City's normal business hours)	
Re-Read	$20	
Profile History	$25 plus $0.10 per page	
Temporary Disconnect/Reconnect	$25	
Meter Test	$150	
Tamper Fee	$1,000	
Returned Check Fee	$25	
Meter Fees		
¾"	$415 (existing meters only)	
1"	$480 (minimum meter size)	
1 ½"	$1730	
2"	$1,970	
Meter Change Out (Customer Request)	Current cost of the meter plus labor & materials	
Fire Hydrant Meter Fees		
Meter Deposit	$2,700	
Monthly Administrative Fee	$50	
Relocation Fee	$100 (original) $150 (2nd time) $200 (3rd+ time)	
Tamper Fee	$1,000	
Damaged Collar Lock	$95	

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Damage (due to improper freeze protection or abuse)	$1,400
Damaged RPZ (due to improper freeze protection or abuse)	$806
Contractors are responsible for providing proper freeze protection to Fire Hydrant Meter and RPZ assembly	
Re-inspection Fees	
First	$125
Second	$175
Third	$225
Water/Wastewater Connection Fees	
Water	
1” Access	$2,175
1 ½” Access	$2,475
2” Access	$2,475
Boring Fee	$1,200
• All taps and meters greater than two inches will need to be installed by the contractor, shall require a meter vault, and shall meet the most current engineering design standards. The City will only install meters up to 2” in size; larger meters must be picked up and installed by the builder. • Standard fees reference herein do not include extraordinary costs incurred by the City, including but not limited to the cost of labor and materials related to boring and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.	
Sewer	
4” Tap	$1,500
Boring Fee	$1,000
• All taps greater than four inches will need to be installed by the contractor. • Standard fees referenced herein do not include extraordinary costs incurred by the City, including but not limited to the cost of labor and materials related to boring, manholes, and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.	
Pro-Rata Charges The rate of recovery will be calculated at the time of installation, however, will not exceed the actual amount of the line installed. The time period for recovery is five years past the date of the end of the maintenance bond.	
Impact Fees Impact fees for water and sewer service units shall be charged in accordance with the current impact fee ordinance.	
Repair Fees Repair to a city-owned infrastructure, including meters/components, will be charged to the party responsible for the damage or disruption of service. The fees associated with the repair	

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charge will be actual cost of materials, equipment, labor, and repair to streets and easements.
Review Fees for Permits - Individual wastewater discharge permit A review fee and administration fee will be due at time of application in the amount of seven thousand five hundred dollars ($7,500). No permit will be issued until this fee is paid by the applicant.

Parks & Recreation

Practice/Tournament

	Practice (2 hours)	Tournament*	Camp/Clinic/Etc.
Turf Baseball/Softball	$50	$400 (per day)	$10 per participant, as applicable**
Baseball/Softball (per field)	$50	$350 (per day)	
Soccer/Football (per field)	$25	$200 (per day)	
Tennis Court (per court)	$20	$40 (per day)	

*Tournament fee includes 1 field setup, typically for the start of the event
**The Parks Department reserves the right to adjust pricing based on the specifics of any given event

Additional Facility Costs

Lighting (per field)	$40 per hour
Electrical Pedestal Station (Max 50 AMPS)	$100 per pedestal station
Game Preparation (baseball/softball)	$30 per field, per setup
Game Preparation (multiuse fields)	Costs contingent upon dimensions and markings required ($30 minimum)
Parks and Recreation Staff (per employee)	$40 hourly

- After 11:00 PM, it is mandatory to have one parks representative on site
- At the discretion of the Director, more than one parks representative may be required
- Repair of damaged facilities to be paid for at actual cost of labor and materials
- Parks department reserves exclusive right to sale of concession items and use of concession stand unless agreed upon otherwise in rental agreement contract

Pavilion (per 4 hours)

Less than 50 attendees	$50
51-100 Attendees	$75
More than 100 Attendees	$125

Senior Center

Deposit	$200
Rental Fee	$100 per day

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Ralph O'Dell Senior Center Membership				
Membership Type	**Age**	**Monthly Fee**	**Annual Fee**	**Daily Guest Pass**
Resident	65-74	$10	$100	$5
Non-Resident	65-74	$30	$300	$5
Resident	75-89	$5	$50	$5
Non-Resident	75-89	$15	$150	$5
Resident	90+	$0	$0	$0
Non-Resident	90+	$5	$50	$5

Races (walk/run/other)	
Site Restoration Fee (refundable)	0 – 250 participants ($250) 251 – 500 participants ($400) 501 – 1,000 participants ($600)
Old Celina Park (facility rental fee)	$1,100 (4 hours)

Downtown Square
A customized Partnership Agreement with the City is required.

Downtown Pavilion Wedding Rental
$500 - please note that the City entered into an exclusivity agreement with Two29 On The Square and S&S Events Rentals, requiring all interested parties to book this City facility through that license.

Special Events	
Special Events Permits	$100 – Tier 1 $175 – Tier 2 $250 – Tier 3 $350 – Tier 4

Film Friendly	
Minor Application	$100
Major Application	$300

Library Fees	
Replacement Library Cards	$1
Damaged Audio/Visual Cases	$3
Lost or Damaged Material	Replacement cost of the item documented in the library database record
Copies & Printing	$0.10 per page
Fax (sending and receiving)	$1 for first page and $0.50 for each additional page
*Library material that is 60 days or more overdue is considered lost, and the replacement cost of the item is added to the borrower's record.	

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Miscellaneous Fees	
Copies of fire and police reports and other special documents	Charges to recover costs associated with public information requests related to fire and police shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
	Copies of special documents for police reports shall be assessed in accordance with the Texas Transportation Code (550.065) Release of Certain Information Relating to Accidents.
Copies of public information	Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
Fingerprinting Fee	$25
Garage Sale Permit	$10 per event held
Animal Control Related Fees	Animal control related fees shall be in accordance with the Collin County Animal Services and City of Celina Interlocal Agreement, as amended.
Financial Statements or Year-End Audits	$10
Code of Ordinances	$100
Comprehensive Plans with Maps	$200

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Bradley Kearney, Assistant Finance Director
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Brad Kearney
Date:	October 8, 2024
Re:	Mosaic PID Preliminary Service and Assessment Plan for Improvement Area #2

Action Requested:
Consider and act upon a resolution of the City of Celina, Texas, determining the costs of certain Improvement Area #2 Projects to be financed within Improvement Area #2 of the Mosaic Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Improvement Area #2 Assessment Roll; directing the filing of the proposed assessment roll with the City Secretary; and providing for noticing and calling a public hearing on November 12, 2024 to consider an ordinance levying assessments on property located within Improvement Area #2 of the Mosaic Public Improvement District. (Kearney)

Background Information:
This item approves the Preliminary Service and Assessment Plan (SAP) for the Mosaic Public Improvement District (PID) and calls a public hearing to levy assessments on property within Improvement Area #2 of the PID at the next City Council Meeting. The SAP is being updated with information for a second planned bond issuance for Phase #1 and the creation of Improvement Area #2.

The Mosaic PID was established on November 9, 2021. It is located in southwest Celina along Parvin Road near North Legacy Drive. There are 2,011 proposed units, including single family homes (1,460), townhomes (210), and multi-family units (341). Assessments on Phase #1 were levied on April 11, 2023 and the first series of bonds were issued. At the time of the bond issuance for Phase #1, it was anticipated that a second series of bonds for Phase #1 would be issued in 2024. City Council will consider this bond issuance on November 12, 2024.

The Preliminary SAP establishes Improvement Area #2, which is comprised of Phase #2 and Phase #3C. Improvement Area #2 includes 591 units (single family homes and townhomes). Site

preparation work is active in Improvement Area #2. The authorized projects for Improvement Area #2 include roadway, water, sewer, drainage, and open space and park improvements, as well as soft costs. The total estimated project costs are $47,690,847. The proposed bond issuance is $38,256,000. An additional bond issuance is anticipated at a later date.

The preliminary proposed PID assessment, average annual installment per unit, and overlapping tax rate for Improvement Area #2 are:

Lot Size	Total Direct Assessment per Unit	Average Annual Installment per Unit	Tax Rate Equivalent	Total Overlapping Tax Rate
Townhome	$45,399	$3,318	$0.677100	$2.718337
40'	$60,687	$4,435	$0.677100	$2.718337
50'	$76,901	$5,620	$0.677100	$2.718337
60'	$89,408	$6,534	$0.677100	$2.718337
70'	$101,916	$7,448	$0.677100	$2.718337

Approval of this item calls for a public hearing to be held on November 12, 2024 during the City Council Meeting. At the conclusion of the public hearing, City Council will consider levying the above assessments on properties with Improvement Area #2. There will be two additional items on the November 12, 2024 agenda for City Council to consider the issuance of a second series of bonds for Phase #1 and a first series of bonds for Improvement Area #2.

Legal Review:
This item has been reviewed and approved.

Supporting Documents:
1. Mosaic PID Improvement Area 2 PSAP Presentation
2. Resolution Approving Mosaic PID Improvement Area 2 PSAP and Calling Public Hearing

Financial Consideration:
This item considers levying assessments on property located in Improvement Area #2 of the Mosaic PID.

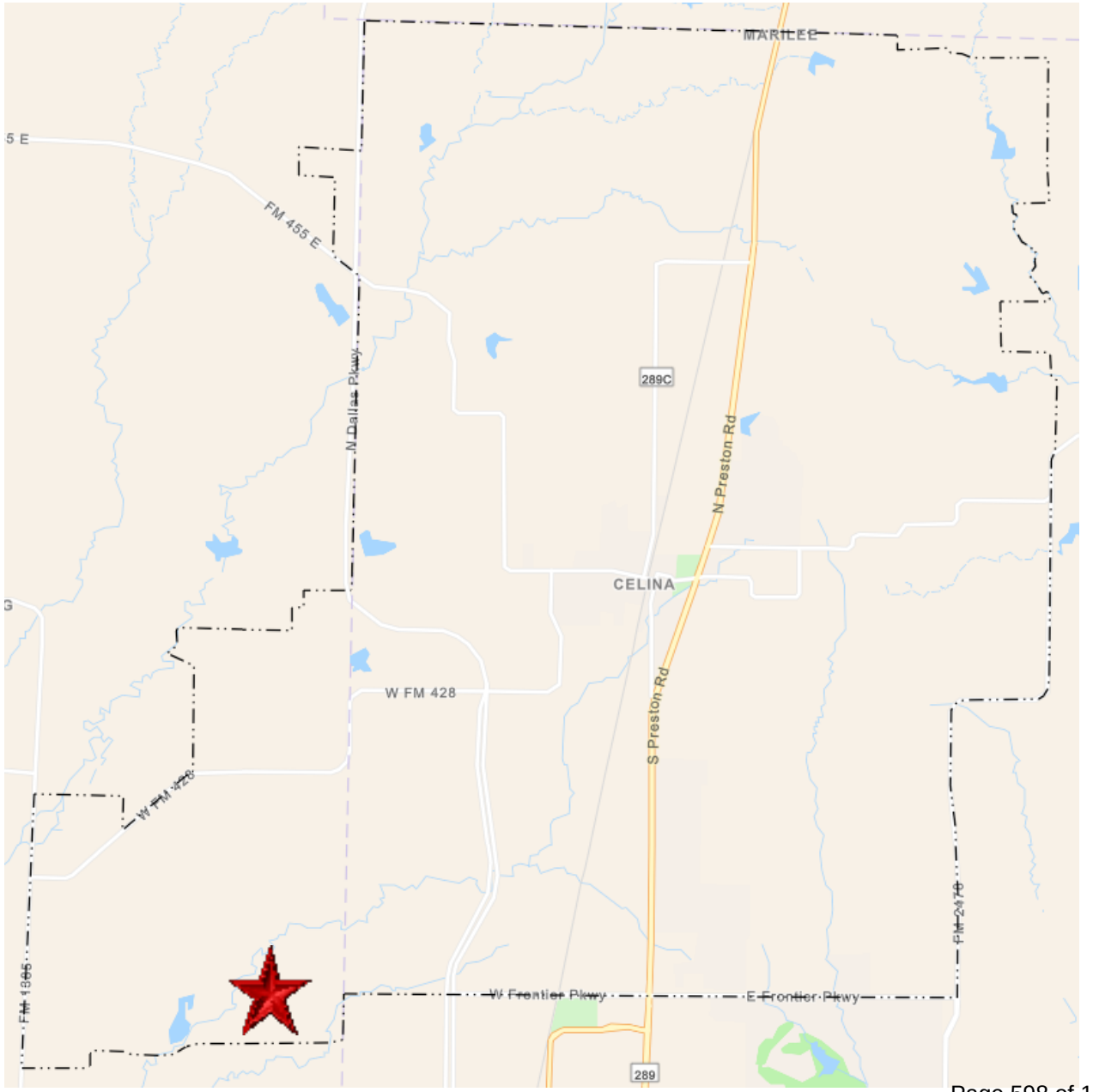
Staff Recommendation:
Staff recommends approval.

MOSAIC PID IMPROVEMENT AREA #2 PSAP

City Council Meeting
October 8, 2024

MOSAIC PID

- Established November 9, 2021
- Located in southwest Celina along Parvin Rd near N Legacy Dr
- Proposed development: 2,011 units
  - 70 ft = 184
  - 60 ft = 456
  - 50 ft = 465
  - 40 ft = 355
  - Townhomes = 210
  - Multi-Family = 341

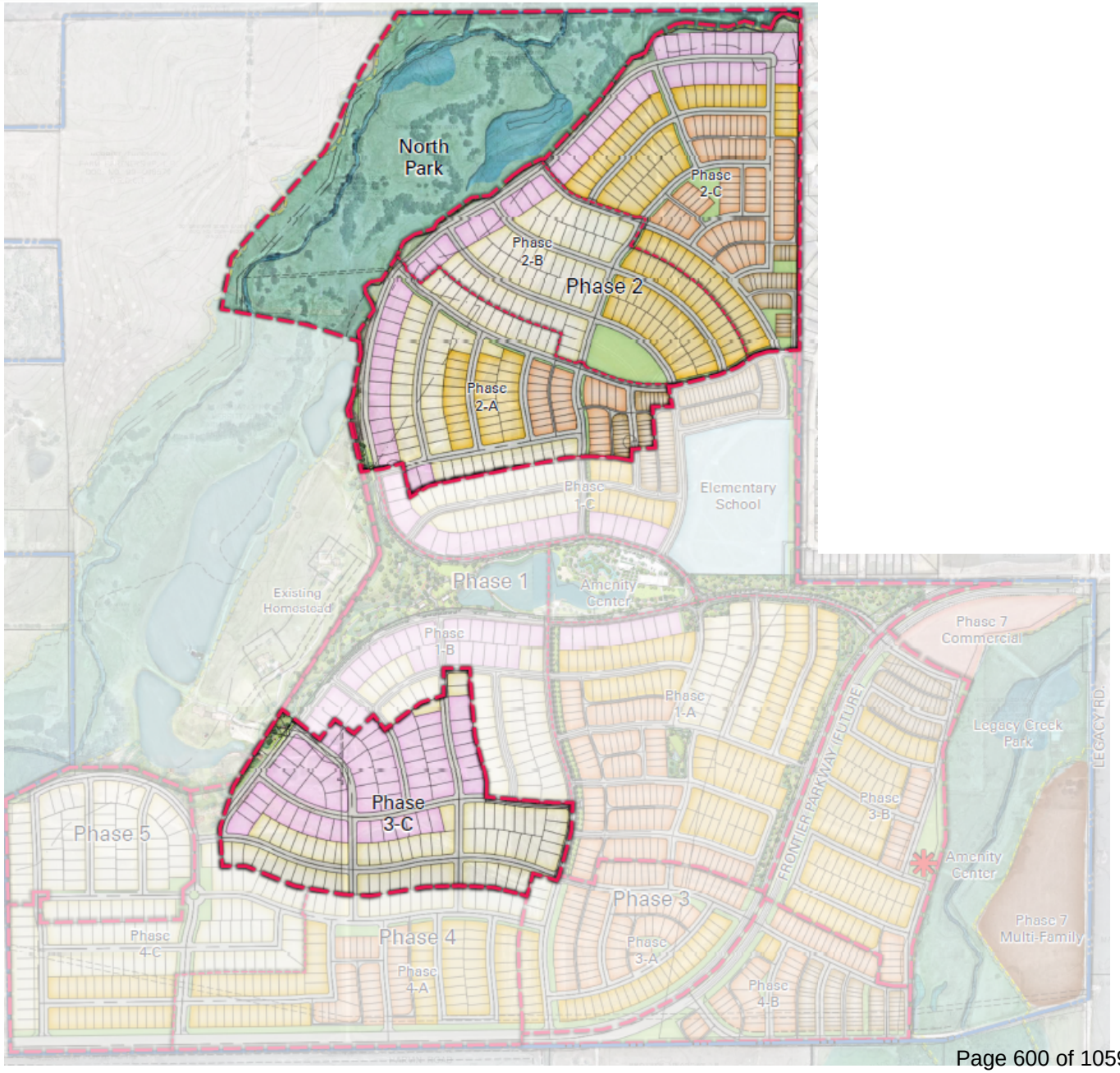


PHASE #1

- Phase 1 = 435 units
  - Homes are being built
- April 11, 2023 – City approved Mosaic PID Service and Assessment Plan (SAP) for Phase #1, authorized a bond sale for Series 2023 Phase #1 Bonds, and levied assessments against Phase #1 properties
  - Anticipated an additional bond issuance in 2024 for Phase #1
  - Authorized projects: roadway, water, sewer, and drainage improvements, as well as soft costs
- The proposed Preliminary Service and Assessment Plan updates Phase #1 with the Series 2024 Phase #1B Bond information
  - Approximate bond issuance of $6.3 million
  - Authorized projects: roadway, water, sewer, and drainage improvements, as well as soft costs

IMPROVEMENT AREA #2

- Improvement Area #2 includes Phase 2 and Phase 3C with 591 units
  - Site preparation work is active in Phase #2 area



IMPROVEMENT AREA #2

- Proposed Preliminary Service and Assessment Plan (SAP) for Improvement Area #2
  - Authorized projects: roadway, water, sewer, drainage, and open space and park improvements, as well as soft costs
  - Total estimated cost of projects is $47,690,847
  - Approximate bond issuance of $38,256,000
  - Anticipate an additional bond issuance at a later date

IMPROVEMENT AREA #2 PID ASSESSMENT

Lot Size	Total Direct Assessment per Unit	Average Annual Installment per Unit
Townhome	$45,399	$3,318
40’	$60,687	$4,435
50’	$76,901	$5,620
60’	$89,408	$6,534
70’	$101,916	$7,448

*Estimated and subject to change as actual bond costs are determined

IMPROVEMENT AREA #2 TAX RATE ANALYSIS

Tax Rate Analysis	Tax Rate (Per $100/AV)
Calculated Net Tax Rate Equivalent for PID Assessment	$0. 677100
Overlapping Tax Rates (Tax Year 2024)	$2.041237
Estimated Total Tax Rate	$2.718337

*Estimated and subject to change as actual bond costs are determined

TIMELINE

- ~~November 9, 2021 – established Mosaic PID~~
- ~~April 11, 2023 – levied assessments against Phase #1 properties~~
- ~~April 11, 2023 – approved first series of Phase #1 bonds~~
- October 8, 2024 – Consider preliminary SAP and call a public hearing
- November 12, 2024 – Hold public hearing and consider levy ordinance for Improvement Area #2
- November 12, 2024 – Consider bond ordinance for first series of Improvement Area #2 bonds
- November 12, 2024 – Consider bond ordinance for second series of Phase #1 bonds

RECOMMENDATION

- Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. 2024-___R

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN IMPROVEMENT AREA #2 PROJECTS TO BE FINANCED WITHIN THE MOSAIC PUBLIC IMPROVEMENT DISTRICT; APPROVING AN UPDATED PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING A PROPOSED IMPROVEMENT AREA #2 ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED IMPROVEMENT AREA #2 ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; CALLING A PUBLIC HEARING FOR NOVEMBER 12, 2024 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN IMPROVEMENT AREA #2 OF THE MOSAIC PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SUCH PUBLIC HEARING; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

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 following the public hearing, the City Council adopted Resolution No. 2021-104R (the "Authorization Resolution"), authorizing, establishing, and creating the “Mosaic Public Improvement District” (the “District”); and

WHEREAS, in the Authorization Resolution, 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 an updated Mosaic Public Improvement District Preliminary Service and Assessment Plan, dated October 8, 2024, including the Proposed Improvement Area #2 Assessment Roll (as defined herein) attached thereto (collectively, the “Preliminary SAP”) relating to certain assessments proposed to be levied against property within the Improvement Area #2 of the District. A copy of the Preliminary SAP (i) is attached hereto as **Exhibit A,** (ii) is incorporated herein for all purposes, (iii) identifies the area

constituting “Improvement Area #2” of the District, (iv) identifies the costs of the Authorized Improvements expected to be constructed for the benefit of Improvement Area #2 (the “Improvement Area #2 Projects”), and (v) sets forth the proposed assessment roll Improvement Area #2 (the “Proposed Improvement Area #2 Assessment Roll”); and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain of the Improvement Area #2 Projects to be financed by the District at this time and the Proposed Improvement Area #2 Assessment Roll states the assessments proposed to be levied against each benefitted parcel of land in Improvement Area #2 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 Improvement Area #2 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 the proposed assessments to be levied against the benefitted property within Improvement Area #2 of the District and requires the 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 THAT:

SECTION 1. The findings set forth in the recitals of this Resolution are hereby found to be 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 Improvement Area #2 Assessment Roll, in a form substantially similar to

the attached **Exhibit A,** 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.

SECTION 3. The City Council hereby determines that the estimated total costs of the Improvement Area #2 Projects to be financed by the District are as set forth in Table IV-B of the Preliminary SAP.

SECTION 4. The City Council's final determination and approval of the costs of the Improvement Area #2 Projects, or any portion thereof, shall be subject to and contingent upon the City Council's approval of a final, updated Service and Assessment Plan, which will include a final Improvement Area #2 Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Improvement Area #2 Assessment Roll states the assessments and the projected annual installments proposed to be levied against each assessable parcel of land in Improvement Area #2 of the District that benefits from the Improvement Area #2 Projects, 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 Improvement Area #2 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 the Assessment Hearing to be held on **November 12, 2024, at or after 4:00 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 Improvement Area #2 of the District that benefits from the Improvement Area #2 Projects 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 **November 12, 2024**, 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 Improvement Area #2 Projects are to be undertaken, on or before **October 31, 2024**, as required by Section 372.016(b) of the PID Act.

SECTION 9. When the Proposed Improvement Area #2 Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary, on or before **October 31, 2024**, to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on **November 12, 2024**, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, 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, posting notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the **November 12, 2024** meeting of the City Council.

SECTION 11. This Resolution shall become effective from and after its date of passage in accordance with law.

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ADOPTED, PASSED, AND APPROVED on this the 8th day of October, 2024.

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

EXHIBIT A

PRELIMINARY SAP

MOSAIC
PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

April 11, 2023
As updated for Phase #1B Bonds and
Improvement Area #2 on November 12, 2024.

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

MOSAIC
PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On November 9, 2021, the City Council of the City of Celina, Texas (the "City") 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 the PID, all of which is located within the City's corporate limits.

On April 11, 2023, the City Council of the City approved Ordinance No. 2023-31 which levied Assessments against the Phase #1 Assessed Property in connection with the issuance of a series of Phase #1 Bonds and the Phase #1 Reimbursement Agreement Obligation to finance the Phase #1 Improvements and also approved the Mosaic Public Improvement District Service and Assessment Plan (the "2023 Service and Assessment Plan").

The 2023 Service and Assessment Plan, as heretofore updated, is being updated as this Mosaic Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") in connection with the issuance of the second series of Phase #1 Bonds and the levy of Assessments against the Improvement Area #2 of the District and the issuance of a series of Improvement Area #2 Bonds.

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 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 and Improvement Area #2 is currently included as Appendix G and Appendix H, respectively, 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.

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 up to 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 the property within Phases #1-5 of 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 #4C.

"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. 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.

"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 (with respect to Phase #1) and Appendix H (with respect to Improvement Area #2), 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 Phase #1 Assessment Roll, the Improvement Area #2 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, but excludes any amount collected as an Assessment or interest thereon.

"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 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 and Improvement Area #2, as such areas are generally depicted in Appendix A and described in Appendix C.

"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.

"Improvement Area" means one or more Phases that will be developed in the same general time period. The Phases within an Improvement Area are being assessed and/ or will be assessed in connection with the issuance of Bonds or the incurrence of an obligation under the Reimbursement Agreement for Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Phases within the Improvement Area.

"Improvement Area #2" or **"IA #2"** means, collectively, Phase #2 and Phase #3C of the development, to be developed concurrently and as generally shown in Appendix A, and as specifically depicted and described as the sum of all Parcels shown in Appendix H.

"Improvement Area #2 Assessed Property" means all Parcels within Improvement Area #2 other than Non-Benefited Property and shown in the Improvement Area #2 Assessment Roll against which an Assessment relating to the Improvement Area #2 Projects will be levied.

"Improvement Area #2 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Improvement Area #2 Assessed Property, or the Annual Installments thereof, for the Improvement Area #2 Projects.

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

"Improvement Area #2 Bonds" mean the Series 2024 Improvement Area #2 Bonds and any additional bonds issued in the future to construct or acquire the Improvement Area #2 Projects currently being constructed pursuant to the Reimbursement Agreement and which, if issued, will also be secured by the Improvement Area #2 Assessment Revenues.

"Improvement Area #2 Improvements" mean the Authorized Improvements which only benefit Improvement Area #2 Assessed Property, which are described in Section III.E.

"Improvement Area #2 Maximum Assessment Per Unit" means for Improvement Area #2, an Assessment per unit for Improvement Area #2 Projects for each applicable Lot Type as follows:

Lot Type 1 (70 Ft)	$101,916.39
Lot Type 2 (60 Ft)	$89,408.47
Lot Type 3 (50 Ft)	$76,900.55
Lot Type 4 (40 Ft)	$60,686.58
Lot Type 5 (Townhomes)	$45,399.12

"Improvement Area #2 Projects" mean (i) the pro rata portion of the Initial Major Improvements, allocable to Improvement Area #2 (ii) the pro rata portion of the Additional Major Improvements allocable to Improvement Area #2, and (iii) the Improvement Area #2 Improvements.

"Improvement Area #2 Reimbursement Agreement Obligation" means the reimbursement obligation related to the Actual Costs of the Improvement Area #2 Projects to be paid from Assessments and/or a future series of Improvement Area #2 Bonds secured by the Improvement Area #2 Assessed Property for the Improvement Area #2 Projects under the terms of the Reimbursement Agreement.

"Initial Major Improvements" mean the Authorized Improvements described in Section III.B that benefit all Assessed Property within Phases #1-5 of the PID and that were constructed concurrently with Phase #1. The Developer is 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.

"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 the Series 2023 Phase #1 Bonds and the Series 2024 Phases #1 Bonds.

"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)	$68,596.50
Lot Type 2 (60 Ft)	$57,593.56
Lot Type 3 (50 Ft)	$54,413.02
Lot Type 4 (40 Ft)	$40,229.53
Lot Type 5 (Townhomes)	$32,149.24

"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. Following the issuance of the Series 2024 Phase #1 Bonds, the Phase #1 Reimbursement Agreement Obligation shall be satisfied.

"Phases #1-5" means the Phases within the PID that are anticipated to be developed as Phase #1 through Phase #5, including any subphases within a specific phase, and generally shown in Appendix A, as specifically described as the sum of all Parcels shown in Appendix C.

"Phase #2" means the Improvement Area #2 Assessed Property identified as Phase #2 on the map attached as Appendix A.

"Phases #3A, 3B, 4, and 5" means Phases that are developed after Phase #1 and Improvement Area #2, as such areas are generally depicted in Appendix A and described in Appendix C.

"Phase #3C" means the Improvement Area #2 Assessed Property identified as Phase #3C on the map attached as Appendix A.

"Phased PID Bonds" mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Future Phase(s). In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase, or if applicable, Improvement Area, 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.

"PID Assessment Notice" means the form of notice required by the PID Act and Section 5.014 of the Texas Property Code, as amended. A copy of the PID Assessment Notice for the PID is attached as Appendix E hereto.

"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.

"Series 2023 Phase #1 Bonds" means those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Mosaic Public Improvement District Phase #1 Project).

"Series 2024 Phase #1 Bonds" means those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Phase #1B Project).

"Series 2024 Improvement Area #2 Bonds" means those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Improvement Area #2 Project).

"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.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the corporate limits 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 1,460 single family residential units, 210 townhomes, 341 multi-family units, and 30,000 gross square feet of commercial, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID was originally proposed to be developed as shown in Table II-A.1.

Table II-A.1
Proposed Development – Original

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.

The original development plan was revised in 2024 and the revised lot count and lot mix is shown in Table II-A.2.

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Table II-A.2
Proposed Development – 2024 Revised

Proposed Development	Quantity	Measurement
Residential:		
Single-Family - 70 Ft	184	Units
Single-Family - 60 Ft	456	Units
Single-Family - 50 Ft	465	Units
Single-Family - 40 Ft	355	Units
Townhomes	210	Units
Multi-Family	341	Units
Subtotal - Residential	**2,011**	**Units**
Non-Residential:		
Commercial[1]	30	1,000 GSF
Subtotal – Non-Residential	**30**	**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 below:

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 Improvement Area #2

Improvement Area #2 consists of approximately 201.857 acres and is projected to consist of 544 single family residential units and 47 townhomes. A map of the property within Improvement Area #2 is shown in Appendix A.

The property within Improvement Area #2 is proposed to be developed as shown on Table II-C.

Table II-C
Proposed Development – Improvement Area #2

Proposed Development	Quantity (Phase #2)	Quantity (Phase #3C)	Total	Measurement
Single-Family - 70 Ft	60	62	122	Units
Single-Family - 60 Ft	114	68	182	Units
Single-Family - 50 Ft	141	0	141	Units
Single-Family - 40 Ft	99	0	99	Units
Townhomes	47	0	47	Units
Total	**461**	**130**	**591**	**Units**

D. PROPERTY INCLUDED IN THE FUTURE PHASES

The Future Phases consist of approximately 353.427 acres, which includes approximately 12.778 acres for a future school site. The Future Phases are projected to consist of approximately 549 single family residential units, 95 townhomes, 341 multi-family units, and 30,000 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-D
Proposed Development – Future Phases

Proposed Development	Quantity	Measurement
Residential:		
Single-Family - 60 Ft	165	Units
Single-Family - 50 Ft	214	Units
Single-Family - 40 Ft	170	Units
Townhomes	95	Units
Multi-Family	341	Units
Subtotal - Residential	**985**	**Units**
Non-Residential:		
Commercial[1]	30	1,000 GSF
Subtotal – Non-Residential	**30**	**1,000 GSF**

[1]Developer is not the landowner of property within the portion of the Future Phases on which multi-family units are anticipated to be built. Estimated number of multi-family units has been provided by the landowner of such portion of the Future Phases 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 or Improvement Area. In connection with the levy of Assessments against property within Future Phase(s) 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 and Improvement Area #2 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 and Improvement Area #2 in the PID are shown on the Phase #1 Assessment Roll and Improvement Area #2 Assessment Roll, respectively, included as Appendix G and Appendix H, respectively, 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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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, III.C, III.D, and III.E 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.

B. Descriptions and Costs of Initial Major Improvements

The Initial Major Improvements benefit Phases #1-5 of the PID. The costs of the Initial Major Improvements are allocated proportionally throughout Phases #1-5 of the PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. The costs of the Initial Major Improvements will be proportionally allocated to each of Phase #1-5, as shown on Table III-A.

The Initial Major Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Initial Major Improvements are shown in Table III-A.

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 within Phases #1-5. 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 within Phases #1-5. 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 Initial 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 within Phases #1-5. 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 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 within Phases #1-5. 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.

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 allocable to Phases #1-5.

Table III-A
Actual Costs - Initial Major Improvements

Authorized Improvements	Total Original Initial Major Improvement Costs	Budget Change	Total Updated Initial Major Improvement Costs	Phase #1 Allocated Amount	Improvement Area #2 Allocated Amount	Phases #3A, 3B, 4 and 5 Allocated Amount
Roadway improvements	$891,594	($8,841)	$882,753	$229,567	$331,649	$321,536
Water improvements	$1,427,248	($145,228)	$1,282,020	$333,400	$481,653	$466,967
Sanitary sewer improvements	$3,127,932	($33,475)	$3,094,457	$804,740	$1,162,583	$1,127,134
Storm drainage improvements	$779,169	($8,337)	$770,832	$200,461	$289,600	$280,770
Other soft and miscellaneous costs	$929,248	($744,406)	$184,842	$48,070	$69,445	$67,327
Total Authorized Improvements	**$7,155,191**	**($940,287)**	**$6,214,904**	**$1,616,238**	**$2,334,931**	**$2,263,734**

Note: Costs provided by the Developer. At this time, the City is only levying Assessments for the costs of the Initial Major Improvements allocable to Improvement Area #2. The Developer is responsible for paying costs of the Initial Major Improvements allocable to Phase #1 without reimbursement from the Phase #1 Bonds or Phase #1 Assessment Revenues.

C. Descriptions and Costs of Additional Major Improvements

The Additional Major Improvements benefit Phases #1-5 of the PID. The costs of the Additional Major Improvements are expected to be incurred within five years and are allocated proportionally throughout the Phases #1-5 of the PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. The costs of the Additional Major Improvements will be proportionally allocated to each of Phases #1-5, 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.

A description of the Additional Major Improvements are as follows:

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 within Phases #1-5. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Open Space and Park Improvements

The open space and park improvement portion of the Additional Major Improvements consists of certain public open space, trail improvements, and park amenities for the benefit of Phases #1-5 of the PID. All public open space and trail system improvements will be designed and constructed according to City standards.

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 allocable to Phases #1-5.

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Table III-B
Budgeted Costs - Additional Major Improvements

Authorized Improvements	Total Original Additional Major Improvement Costs	Budget Changes	Total Updated Additional Major Improvement Costs	Phase #1 Allocated Amount	Improvement Area #2 Allocated Amount	Phases #3A, 3B, 4 and 5 Allocated Amount
Roadway improvements	$1,039,000	($1,039,000)	$0	$0	$0	$0
Water improvements	$163,000	$4,474,271	$4,637,271	$1,205,962	$1,742,217	$1,689,093
Sanitary sewer improvements	$51,000	($51,000)	$0	$0	$0	$0
Storm drainage improvements	$355,000	($355,000)	$0	$0	$0	$0
Open space and park improvements	$0	$2,839,245	$2,839,245	$738,370	$1,066,701	$1,034,175
Other soft and miscellaneous costs	$446,863	$1,058,367	$1,505,230	$391,448	$565,513	$548,269
Total Authorized Improvements	**$2,054,863**	**$6,926,883**	**$8,981,746**	**$2,335,779**	**$3,374,430**	**$3,271,537**

Note: 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 in Annual Service Plan Updates and may be reallocated between line items. At this time, the City is only levying Assessments for the costs of the Additional Major Improvements, allocable to Improvement Area #2. The Developer is responsible for paying costs of the Additional Major Improvements allocable to Phase #1 without reimbursement from the Phase #1 Bonds or Phase #1 Assessment Revenues.

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.

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.

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.

Table III-C
Budgeted Costs - Phase #1 Projects

Authorized Improvements	Original Phase #1 Improvements	Budget Changes	Updated Phase #1 Improvements	Phase #1's Proportional Share of Initial Major Improvements[1]	Phase #1's Proportional Share of Additional Major Improvements[2]	Total Phase #1 Projects[3]
Roadway improvements	$7,934,786	$1,110,725	$9,045,511	$229,567	$0	$9,275,079
Water improvements	$2,501,791	$8,878	$2,510,669	$333,400	$1,205,962	$4,050,031
Sanitary sewer improvements	$2,265,405	$178,911	$2,444,316	$804,740	$0	$3,249,055
Storm drainage improvements	$4,908,145	$392,220	$5,300,365	$200,461	$0	$5,500,826
Open space and park improvements	$0		$0	$0	$738,370	$738,370
Other soft and miscellaneous costs	$3,905,516	($2,119,774)	$1,785,742	$48,070	$391,448	$2,225,259
Total Authorized Improvements	**$21,515,642**	**($429,040)**	**$21,086,602**	**$1,616,238**	**$2,335,779**	**$25,038,620**

[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 reallocated between line items. Assessments have not been levied for Phase #1's proportionate share of the Initial Major Improvements or the Additional Major Improvements and the Developer is responsible for paying costs of the Initial Major Improvements and Additional Major Improvements allocable to Phase #1 without reimbursement from the Phase #1 Bonds or Phase #1 Assessment Revenues.

E. DESCRIPTIONS AND COSTS OF IMPROVEMENT AREA #2 IMPROVEMENTS

The Improvement Area #2 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Improvement Area #2 Projects are shown in Table III-D 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 Improvement Area #2 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 and other right-of-way landscaping, signage and traffic control devices, including an allocable share of perimeter road improvements, for the benefit of the Improvement Area #2 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.

Water Improvements

The water distribution system portion of the Improvement Area #2 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 Improvement Area #2 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 Improvement Area #2 Improvements includes PVC pipes, manholes, service lines, clean-outs, concrete encasements, and other sewer line appurtenances and trench safety for the benefit of the Improvement Area #2 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 Improvement Area #2 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 Improvement Area #2 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.

Open Space and Park Improvements

The open space and park improvement portion of the Improvement Area #2 Improvements consists of certain public open space and park amenities for the benefit of the Improvement Area #2 Assessed

Property. All public open space and park improvements will be designed and constructed according to City standards.

Other Soft and Miscellaneous Improvements

Soft and miscellaneous costs consisting of costs related to designing, constructing, and installing the Improvement Area #2 Improvements including land planning and design, city fees, legal fees, engineering, soil testing, survey, construction management, and contingency, costs associated with financing the Improvement Area #2 Improvements, and a portion of the costs incurred in the establishment, administration and operation of the District.

Table III-D
Budgeted Costs - Improvement Area #2 Projects

Authorized Improvements	Improvement Area #2's Proportional Share of Initial Major Improvements[1]	Improvement Area #2's Proportional Share of Additional Major Improvements[2]	Improvement Area #2 Improvements	Total Improvement Area #2 Projects[3]
Roadway improvements	$331,649	$0	$8,393,619	$8,725,268
Water improvements	$481,653	$1,742,217	$3,164,573	$5,388,443
Sanitary sewer improvements	$1,162,583	$0	$3,858,184	$5,020,767
Storm drainage improvements	$289,600	$0	$4,168,057	$4,457,657
Open space and park improvements	$0	$1,066,701	$6,597,173	$7,663,873
Other soft and miscellaneous costs	$69,445	$565,513	$8,205,258	$8,840,215
Total Authorized Improvements	**$2,334,931**	**$3,374,430**	**$34,386,863**	**$40,096,224**

[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-D 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.

F. 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-E 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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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 the construction of the Phase #1 Improvements and Initial Major Improvements was completed in June 2023. Construction of the Improvement Area #2 Improvements began in June of 2023, and it is anticipated that construction of the Improvement Area #2 Improvements will be completed in the 4th quarter of 2025. Construction of the Additional Major Improvements began in June of 2023, and it is anticipated that all of the Additional Major Improvements will be completed by the 4th quarter of 2027. Development of infrastructure to serve Future Phases is anticipated to begin in the last half of 2025.

The Budgeted Costs for the Phase #1 Projects plus costs related to the issuance of both series of the Phase #1 Bonds and the expenses incurred in the establishment, administration, and operation of the PID allocable to Phase #1 are $29,409,514 as shown in Table IV-A.2. 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."

The Budgeted Costs for the Improvement Area #2 Projects plus costs related to the issuance of the Improvement Area #2 Bonds and the expenses incurred in the establishment, administration, and operation of the PID allocable to Improvement Area #2 are $47,690,847 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 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 Improvement Area #2 Bonds are issued for the purposes of paying any portion of the Improvement Area #2 Projects currently anticipated to be paid as part of the Improvement Area #2 Reimbursement Agreement Obligation this Service and Assessment Plan will be updated or amended (e.g. Table IV-C may be included for Improvement Area #3, etc.).

The Series 2023 Phase #1 Bonds were issued in 2023 and were used to finance a portion of the costs of the Phase #1 Improvements. At that time and at this time, no Assessments are being levied for the Actual Costs of the Initial Major Improvements or the Additional Major Improvements allocable to Phase #1; 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.

Table IV-A.1
Projected Sources and Uses – Phase #1 Projects - Original

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
Original Issue Discount	($55,456)	$0	$0	($55,456)
Assessment	$0	$6,425,000	$0	$6,425,000
Other funding sources[1]	$0	$2,744,376	$2,248,044	$4,992,421
Total Sources	**$15,867,544**	**$9,169,376**	**$2,248,044**	**$27,284,965**
Uses of Funds				
Phase #1 Improvements[2]:				
Roadway Improvements	*$4,553,198*	*$3,381,588*	$0	*$7,934,786*
Water Improvements	$1,435,596	$1,066,195	$0	$2,501,791
Sanitary Sewer Improvements	$1,299,951	*$965,453*	$0	*$2,265,405*
Storm Drainage Improvements	$2,816,428	$2,091,717	$0	$4,908,145
Other Soft and Miscellaneous Costs	$2,241,092	*$1,664,424*	$0	*$3,905,516*
Subtotal Phase #1 Improvements	*$12,346,266*	*$9,169,376*	*$0*	*$21,515,642*
Initial Major Improvements[2]:				
Roadway 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 Initial Major Improvements	*$0*	*$0*	*$1,746,481*	*$1,746,481*
Additional Major Improvements[2]:				
Roadway 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 Additional Major Improvements	*$0*	*$0*	*$501,563*	*$501,563*
Bond Issuance Costs:				
Costs of Issuance	$780,000	$0	$0	$780,000
Capitalized interest	$1,092,123	$0	$0	$1,092,123
Reserve Fund	$1,121,465	$0	$0	$1,121,465
Administrative Expense	$50,000	$0	$0	$50,000
Underwriter's Discount	$477,690	$0	$0	$477,690
Subtotal Bond Issuance Costs	*$3,521,278*	*$0*	*$0*	*$3,521,278*
Total Uses	**$15,867,544**	**$9,169,376**	**$2,248,044**	**$27,284,965**

[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.

The Series 2024 Phase #1 Bonds are anticipated to be issued in 2024 and will be used to acquire a portion of the Phase #1 Improvements.

Table IV-A.2
Projected Sources and Uses – Phase #1 Projects - Revised

Sources of Funds	Series 2023 Phase #1 Bonds	Series 2024 Phase #1 Bonds	Other Funding Sources	Total
Par amount	$15,923,000	$6,239,000	$0	$22,162,000
Assessment	$0	$0	$0	$0
Other funding sources[1]	$0	$3,295,496	$3,952,018	$7,247,514
Total Sources	**$15,923,000**	**$9,534,496**	**$3,952,018**	**$29,409,514**
Uses of Funds				
Phase #1 Improvements[2]:				
Roadway Improvements	$4,553,198	$4,492,313	$0	*$9,045,511*
Water Improvements	$1,435,596	$1,075,073	$0	$2,510,669
Sanitary Sewer Improvements	$1,299,951	$1,144,364	$0	*$2,444,316*
Storm Drainage Improvements	$2,816,428	$2,483,937	$0	$5,300,365
Other Soft and Miscellaneous Costs	$2,241,092	($455,350)	$0	*$1,785,742*
Subtotal Phase #1 Improvements	*$12,346,266*	*$8,740,336*	*$0*	*$21,086,602*
Initial Major Improvements[2]:				
Roadway Improvements	$0	$0	$229,567	$229,567
Water Improvements	$0	$0	$333,400	$333,400
Sanitary Sewer Improvements	$0	$0	$804,740	$804,740
Storm Drainage Improvements	$0	$0	$200,461	$200,461
Other Soft and Miscellaneous Costs	$0	$0	$48,070	$48,070
Subtotal Initial Major Improvements	*$0*	*$0*	*$1,616,238*	*$1,616,238*
Additional Major Improvements[2]:				
Water Improvements	$0	$0	$1,205,962	$1,205,962
Open Space and Park Improvements	$0	$0	$738,370	$738,370
Other Soft and Miscellaneous Costs	$0	$0	$391,448	$391,448
Subtotal Additional Major Improvements	*$0*	*$0*	*$2,335,779*	*$2,335,779*
Bond Issuance Costs:				
Costs of Issuance	$780,000	$374,340	$0	$1,154,340
Capitalized interest	$1,092,123	$0	$0	$1,092,123
Reserve Fund	$1,121,465	$232,650	$0	$1,354,115
Administrative Expense	$50,000	$0	$0	$50,000
Underwriter's Discount	$477,690	$187,170	$0	$664,860
Subtotal Bond Issuance Costs	*$3,521,278*	*$794,160*	*$0*	*$4,315,438*
Original Issue Discount related to the Series 2023 Phase #1 Bonds	$55,456	$0	$0	$55,456
Total Uses	**$15,923,000**	**$9,534,496**	**$3,952,018**	**$29,409,514**

[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.

The Series 2024 Improvement Area #2 Bonds are anticipated to be issued in 2024 and will be used to finance a portion of the costs of the Improvement Area #2 Projects. Portions of the Improvement Area #2 Projects will also be paid for and reimbursed pursuant to the terms of the Reimbursement Agreement. It is anticipated that the City may issue additional Improvement Area #2 Bonds in the future to pay any unpaid portion of the Improvement Area #2 Reimbursement Agreement Obligation related to the Improvement Area #2 Projects under the Reimbursement Agreement.

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Table IV-B
Projected Sources and Uses – Improvement Area #2 Projects

Sources of Funds	Improvement Area #2 Bonds	Improvement Area #2 Reimbursement Agreement Obligation	Total
Par amount	$38,256,000	$0	$38,256,000
Assessment	$0	$9,434,847	$9,434,847
Other funding sources[1]	$0	$0	$0
Total Sources	**$38,256,000**	**$9,434,847**	**$47,690,847**
Uses of Funds			
Improvement Area #2 Improvements[2]:			
Road Improvements	$6,090,631	$2,302,987	$8,393,619
Water Improvements	$2,296,298	$868,275	$3,164,573
Sanitary Sewer Improvements	$2,799,600	$1,058,584	$3,858,184
Storm Drainage Improvements	$3,024,452	$1,143,605	$4,168,057
Open space and park improvements	$4,787,083	$1,810,090	$6,597,173
Other Soft and Miscellaneous Costs	$5,953,951	$2,251,306	$8,205,258
Subtotal Improvement Area #2 Improvements	*$24,952,015*	*$9,434,847*	*$34,386,863*
Initial Major Improvements[2]:			
Road Improvements	$331,649	$0	$331,649
Water Improvements	$481,653	$0	$481,653
Sanitary Sewer Improvements	$1,162,583	$0	$1,162,583
Storm Drainage Improvements	$289,600	$0	$289,600
Other Soft and Miscellaneous Costs	$69,445	$0	$69,445
Subtotal Initial Major Improvements	*$2,334,931*	*$0*	*$2,334,931*
Additional Major Improvements[2]:			
Water Improvements	$1,742,217	$0	$1,742,217
Open Space and Park Improvements	$1,066,701	$0	$1,066,701
Other Soft and Miscellaneous Costs	$565,513	$0	$565,513
Subtotal Additional Major Improvements	*$3,374,430*	*$0*	*$3,374,430*
Estimated Bond Issuance Costs:			
Costs of Issuance	$2,295,360	$0	$2,295,360
Capitalized interest	$1,412,533	$0	$1,412,533
Reserve Fund	$2,679,051	$0	$2,679,051
Administrative Expense	$60,000	$0	$60,000
Underwriter's Discount	$1,147,680	$0	$1,147,680
Subtotal Estimated Bond Issuance Costs	*$7,594,624*	*$0*	*$7,594,624*
Total Uses	**$38,256,000**	**$9,434,847**	**$47,690,847**

[1]The other funding sources represent project costs of the Improvement Area #2 Projects to be paid by the Developer without reimbursement from the City including a portion of the costs of the Initial Major Improvements and Additional Major Improvements allocable to Improvement Area #2.

[2] See Table III-D for details.

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 incur obligations under the Reimbursement Agreement to finance the Authorized Improvements required for each new Phase(s).

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

Table IV-C
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	$1,616,238	$0	$1,616,238	$0
2024	$1,167,890	$0	$1,167,890	$0
2025	$1,167,890	$0	$1,167,890	$0
2026	$0	$0	$0	$0
2027	$0	$0	$0	$0
2028	$0	$0	$0	$0
2029	$0	$0	$0	$0
2030	$0	$0	$0	$0
Total	**$3,952,018**	**$0**	**$3,952,018**	**$0**

[1]Annual Projected Costs shown do not include the costs of the Phase #1 Improvements separately in Table IV-D 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-C are the annual expenditures relating to 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-D. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-D
Annual Projected Costs and Annual Projected Indebtedness
Phase #1 Projects

Year	Annual Projected Cost	Annual Projected Indebtedness[2]	Other Funding Sources[3]	Projected Phase #1 Annual Installments
2023[1]	$24,607,881	$15,923,000	$2,445,881	$0
2024	$4,801,633	$6,239,000	$4,801,633	$600,443
2025	$0	$0	$0	$1,681,328
2026	$0	$0	$0	$1,681,871
2027	$0	$0	$0	$1,681,847
2028	$0	$0	$0	$1,681,947
2029	$0	$0	$0	$1,682,108
2030	$0	$0	$0	$1,682,283
Total	**$29,409,514**	**$22,162,000**	**$7,247,514**	**$10,691,826**

[1]Administrative Expenses in year 2023 were funded with Bond proceeds, and interest on the Phase #1 Bonds issued in 2023 for years 2023 and 2024 was funded with capitalized interest.
[2]Includes amounts to be paid from assessments related to both series of the Phase #1 Bonds.
[3]Other funding sources includes original issue discount.

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Phase #1 Projects shown in Table III-C, and the costs associated with setting up the PID allocable to Phase #1, and the bond issuance costs including reserves for the Phase #1 Bonds shown in Table IV-A.2. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Improvement Area #2

The annual projected costs and annual projected indebtedness for Improvement Area #2 Projects are shown in Table IV-E. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-E
Annual Projected Costs and Annual Projected Indebtedness
Improvement Area #2 Projects

Year	Annual Projected Cost	Annual Projected Indebtedness[2]	Other Funding Sources	Projected Improvement Area #2 Annual Installments
2024	$17,618,680	$47,690,847	$0	$0
2025	$20,048,112	$0	$0	$0
2026	$10,024,056	$0	$0	$3,488,740
2027	$0	$0	$0	$3,488,624
2028	$0	$0	$0	$3,487,784
2029	$0	$0	$0	$3,488,174
2030	$0	$0	$0	$3,487,641
Total	**$47,690,847**	**$47,690,847**	**$0**	**$17,440,964**

[1]Administrative Expenses in year 2025 are being funded with Bond proceeds, and interest on the Improvement Area #2 Bonds for year 2025 is being funded with capitalized interest. Interest on the Improvement Area #2 Reimbursement Agreement Obligation for year 2025 will be collected together with the first annual installment due by January 31, 2026.
[2]Includes amounts to be paid from assessments related to both the Improvement Area #2 Bonds and the Improvement Area #2 Reimbursement Agreement Obligation.

The annual projected costs shown in Table IV-E are the annual expenditures relating to the Improvement Area #2 Projects shown in Table III-D, and the costs associated with setting up the PID allocable to Improvement Area #2 and bond issuance costs including reserves related to the Improvement Area #2 Bonds 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 "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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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 Series 2023 Phase #1 Bonds in 2023 and the Series 2024 Phase #1 Bonds anticipated to be issued in 2024 and the Series 2024 Improvement Area #2 Bonds and the creation of the Improvement Area #2 Reimbursement Agreement Obligation anticipated to be issued and/or created in 2024, 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, Phase #1 Improvements, and Improvement Area #2 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 Phase #1 Improvements to Parcels in Phase #1 similarly benefited.

2. The costs of the Improvement Area #2 Projects shall be allocated to Improvement Area #2 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 Improvement Area #2 Projects to Parcels in Improvement Area #2 similarly benefited.

3. The Initial Major Improvements and Additional Major Improvements are proportionally allocated to Phase #1 Assessed Property, Improvement Area #2 Assessed Property, and assessed property in Phases #3A, 3B, 4, and 5 based on estimated Equivalent Units calculated using the average home price for the Phase #1 Assessed Property, Improvement Area #2 Assessed Property, and assessed property in Phases #3A, 3B, 4, and 5. At this time the City is only levying Assessments for the costs of the Initial Major Improvements and Additional Major Improvements allocable to Improvement Area #2.

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 and Improvement Area #2 Assessed Property at this time because of the Phase #1 Improvements and Improvement Area #2 Projects, respectively.

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 Phase. 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 and Improvement Area #2 as a result of the Phase #1 Improvements and Improvement Area #2 Projects, respectively, as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Phase #1 Assessed Property and to be levied on the Improvement Area #2 Assessed Property, respectively, 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, the Phase #1 Improvements, and Improvement Area #2 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 the incurrence of an obligation 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 Phase.

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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.1, Table IV-A.2, and Table 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 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,

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 Phases #1-5 of the PID. Accordingly, the Actual Costs of the Initial Major Improvements and the Budgeted Costs of the Additional Major Improvements must be allocated throughout all Assessed Property in Phases #1-5 of the District. Table V-A summarizes the allocation of Actual Costs of the Initial Major Improvements and Budgeted Costs of the Additional Major Improvements. The Budgeted Costs shown in Table IV-A.2 and Table IV-B 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, Improvement Area #2 is projected to contain 591 residential units, and Phases #3A, 3B, 4, and 5 are projected to contain 644 residential units. As shown in Appendix F, the total projected Equivalent Units for Phase #1 is calculated as 323.08, the total projected Equivalent Units for Improvement Area #2 is calculated as 466.74, and the total projected Equivalent Units for the Phases #3A, 3B, 4, and 5 is calculated as 452.51. The total projected Equivalent Units in Phases #1-5 of the PID is 1,242.33, therefore, calculated to be 1,242.33 (i.e., 323.08 + 466.74 + 452.51 = 1,242.33). As a result, 26.01 percent of the Actual Costs of the Initial Major Improvements and the Budgeted Costs of the Additional Major Improvements (i.e. 323.08 ÷ 1,242.33= 26.01%) are allocated to the Phase #1 Assessed Property, 37.57 percent of the Actual Costs of the Initial Major Improvements and the Budgeted Costs of the Additional Major Improvements (i.e. 466.74 ÷ 1,242.33= 37.57%) are allocated to the Improvement Area #2 Assessed Property, and 36.42 percent of the Actual Costs of the Initial Major Improvements and the Budgeted Costs of the Additional Major Improvements (i.e., 522.93 ÷ 1,242.33= 36.42%) are allocated to the property located in Phases #3A, 3B, 4, and 5. The Phase #1 Bonds, and funds from the Developer funded the Actual Costs of the Phase #1 Improvements. One hundred percent (100%) of the Phase #1 Improvements are allocated to the Phase #1 Assessed Property. The Improvement Area #2 Bonds, and funds from the Developer will fund the Budgeted Costs of the Improvement Area #2 Improvements, as well as a portion of the Initial Major Improvements and Additional Major Improvements allocable to Improvement Area #2. One hundred percent (100%) of the Improvement Area #2 Improvements are allocated to the Improvement Area #2 Assessed Property.

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Table V-A
Allocation of Major Improvement Costs

Authorized Improvement	Initial Major Improvements	Additional Major Improvements
Roadway improvements	$882,753	$0
Water improvements	$1,282,020	$4,637,271
Sanitary sewer improvements	$3,094,457	$0
Storm drainage improvements	$770,832	$0
Open space and park improvements	$0	$2,839,245
Other soft and miscellaneous costs	$184,842	$1,505,230
Total Major Improvements	**$6,214,904**	**$8,981,746**
Phase #1		
Projected total number of Equivalent Units	323.08	323.08
% of total Equivalent Units	26.01%	26.01%
Proportionate Share of Costs	$1,616,238	$2,335,779
Improvement Area #2		
Projected total number of Equivalent Units	466.74	466.74
% of total Equivalent Units	37.57%	37.57%
Proportionate Share of Costs	$2,334,931	$3,374,430
Phases #3A, 3B, 4 and 5		
Projected total number of Equivalent Units	452.51	452.51
% of total Equivalent Units	36.42%	36.42%
Proportionate Share of Costs	$2,263,734	$3,271,537

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 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 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 the Improvement Area #2 Projects*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Improvement Area #2 Projects to be financed with the Improvement Area #2 Bonds and by the Developer under the Improvement Area #2 Reimbursement Agreement Obligation shall be allocated to the Improvement Area #2 Assessed Property by spreading the entire Assessment across the Parcels within Improvement Area #2 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Improvement Area #2 Projects, as set forth in Table III-D, the City Council has determined that the benefit to Improvement Area #2 Assessed Property of the Improvement Area #2 Projects is at least equal to the Assessments levied on the Improvement Area #2 Assessed Property.

Upon subsequent divisions of any Parcel within Improvement Area #2, 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 #2 is shown on the Improvement Area #2 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. Assessment Methodology for Future Phases

When any given Future Phase is developed, and Phased PID Bonds for that Future Phase are to be issued and/or an obligation is incurred under the Reimbursement Agreement, 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.

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E. ASSESSMENTS

The Assessments levied or to be levied on each Parcel within the Phase #1 and Improvement Area #2 according to the Phase #1 Assessment Roll and Improvement Area #2 Assessment Roll, respectively, attached hereto as Appendix G and Appendix H. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Phase #1 Assessment Roll and Improvement Area #2 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 the additional interest reserve requirement stipulated in the Trust Indenture. Once the Additional Interest Reserve is funded in full, the City may treat 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, including the portion of the Assessment levied against the Improvement Area #2 Assessed Property related to the Improvement Area #2 Reimbursement Agreement Obligation.

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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) 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 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 IMPROVEMENT AREA #2

The Assessment and Annual Installments for each Parcel of Improvement Area #2 Assessed Property located within the PID is shown on the 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 Assessed Property in an amount sufficient to pay (i) principal and interest on the Improvement Area #2 Bonds, (ii) principal and interest on the Improvement Area #2 Reimbursement Agreement Obligation (iii) to fund the Additional Interest Reserve (with respect to the portion of the assessment securing the Improvement Area #2 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.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE PHASES

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for Improvement Area #3, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

D. REALLOCATION OF ASSESSMENTS

1. Subdivision

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

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

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of 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

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.

F. 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 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 Trust 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 or as otherwise provided in the Trust Indenture. 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 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 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.

G. 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.
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.

Phase #1

The portion of each Assessment for Phase #1 Assessed Property related to the Series 2023 Phase #1 Bonds shall be paid with interest of no more than the lesser of the actual interest rate paid on the Series 2023 Phase #1 Bonds (plus Additional Interest). Interest on the Series 2023 Phase #1 Bonds is based on an interest rate of 4.375% per annum for years 1 through 8 (2023-2030), 5.125% per annum for years 9 through 21 (2031-2043), and Additional Interest at the rate of up to 0.5% for the Additional Interest Reserve. The portion of each Assessment for the Phase #1 Assessed Property related to the Series 2024 Phase #1 Bonds shall be paid with interest of no more than the lesser of

the actual interest rate paid on the Series 2024 Phase #1 Bonds (plus Additional Interest). Interest on the Series 2024 Phase #1 Bonds is based on an estimated interest rate of 5.75% in years 1 through 28 (2025-2052), and Additional Interest at the rate of up to 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments related to the Phase #1 Bonds may not exceed the amounts shown on the Phase #1 Assessment Roll. The Phase #1 Assessment Roll is shown as Appendix H.

The Annual Installments for the Phase #1 Assessed Property shall be reduced to equal the Actual Costs of repaying the Phase #1 Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

Improvement Area #2

Each Assessment for the Improvement Area #2 Assessed Property shall be paid with interest related to the actual interest rate paid on the Series 2024 Improvement Area #2 Bonds (plus Additional Interest) and Improvement Area #2 Reimbursement Agreement Obligation, respectively, as shown in the Improvement Area #2 Assessment Roll. Interest on the Series 2024 Improvement Area #2 Bonds is based on an estimated interest rate of 4.24% for years 1-6 (2025-2030), 4.48% for years 7-10 (2030-2034), 5.10% for years 11-20 (2035-2044), 5.30% for years 21-25 (2045-2049), and 5.35% for years 26-30 (2026-2054). Interest on the Improvement Area #2 Reimbursement Agreement Obligation shall be paid based on an estimated interest rate of 5.85% per annum for years 1 through 5 and 5.85% per annum following the fifth Annual Installment. The interest on the Improvement Area #2 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 3.85%. The City has determined that the PID Reimbursement Agreement shall bear interest at the estimated interest rate of 5.85% per annum for years 1 through 5 and 5.85% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 8.85% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.85%. Furthermore, the Annual Installments may not exceed the amounts shown on the applicable Assessment Roll. The Improvement Area #2 Assessment Roll is shown in Appendix H.

The Annual Installments for the Improvement Area #2 Assessed Property shall be reduced to equal the Actual Costs of repaying the Improvement Area #2 Bonds and the Improvement Area #2 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.

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 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.

Phase #1

Each Annual Installment, including the interest on the unpaid amount of an Assessment against the Phase #1 Assessed Property, 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 were due when billed and were delinquent if not paid prior to February 1, 2024 (subject to any offsets from capitalized interest and any other available funds).

Improvement Area #2

Each Annual Installment, including the interest on the unpaid amount of an Assessment against the Improvement Area #2 Assessed Property, 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 #2 Assessments will be due when billed and will be delinquent if not paid prior to February 1, 2026 (subject to any offsets from capitalized interest and any other available funds).

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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 $29,409,514 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 is collectively $22,162,000, 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 $22,162,000 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.

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Table VII-A
Phase #1
Special Benefit Summary

Special Benefit	Total Cost
Phase #1 Projects[1]	$25,038,620
Series 2023 Phase #1 Bond Costs of Issuance:	
Costs of issuance	$780,000
Capitalized interest	$1,092,123
Reserve fund	$1,121,465
Administrative Expense	$50,000
Underwriter's discount	$477,690
Subtotal Series 2023 Phase #1 Bond Costs of Issuance	*$3,521,278*
Original Issue Discount related to the Series 2023 Phase #1 Bonds	$55,456
Estimated Series 2024 Phase #1 Bond Costs of Issuance:	
Costs of issuance	$374,340
Reserve fund	$232,650
Administrative Expense	$0
Underwriter's discount	$187,170
Subtotal Estimated Series 2024 Phase #1 Bond Costs of Issuance	*$794,160*
Total Special Benefit	**$29,409,514**
Special Benefit:	
Total Special Benefit	$29,409,514
Projected Assessment	$22,162,000
Excess Benefit	**$7,247,514**

[1]See Table III-C for details.

B. IMPROVEMENT AREA #2 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Improvement Area #2 (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 #2.

The Improvement Area #2 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Improvement Area #2 Projects. Table VII-B summarizes the $47,690,847 in special benefit received by the Improvement Area #2 Assessed Property from the Improvement Area #2 Projects, the costs of the PID formation allocable to Improvement Area #2, and the Improvement Area #2 Bond issuance costs. The par amount of the Improvement Area #2 Bonds and the amount of the Improvement Area #2 Reimbursement Agreement Obligation due is collectively $47,690,847 which is equal to the benefit received by the Improvement Area #2 Assessed Property from the Improvement Area #2 Projects. Accordingly, the total Assessment to be

applied to all the Improvement Area #2 Assessed Property is $47,690,847 plus interest, Additional Interest (as applicable), and annual Administrative Expenses. The Assessment for each Improvement Area #2 Assessed Property is calculated based on the allocation methodologies described in Section V.C. The Improvement Area #2 Assessment Roll is attached hereto as Appendix H.

Table VII-B
Improvement Area #2
Special Benefit Summary

Special Benefit	Total Cost
Improvement Area #2 Projects[1]	$40,096,224
Estimated Bond Costs of Issuance:	
Costs of issuance	$2,295,360
Capitalized interest	$1,412,533
Reserve fund	$2,679,051
Administrative Expense	$60,000
Underwriter's discount	$1,147,680
Subtotal Estimated Bond Costs of Issuance	*$7,594,624*
Total Special Benefit	**$47,690,847**
Special Benefit:	
Total Special Benefit	$47,690,847
Projected Assessment	$47,690,847
Excess Benefit	**$0**

[1]See Table III-D for details.

C. 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).

D. 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 and Improvement Area #2 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.

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This update shall reflect the actual interest on the Bonds and/or due under the 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 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.

All tables included in this Service and Assessment Plan may be rounded to the nearest whole dollar.

B. TERMINATION OF ASSESSMENTS

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

C. AMENDMENTS

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

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, collection costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

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

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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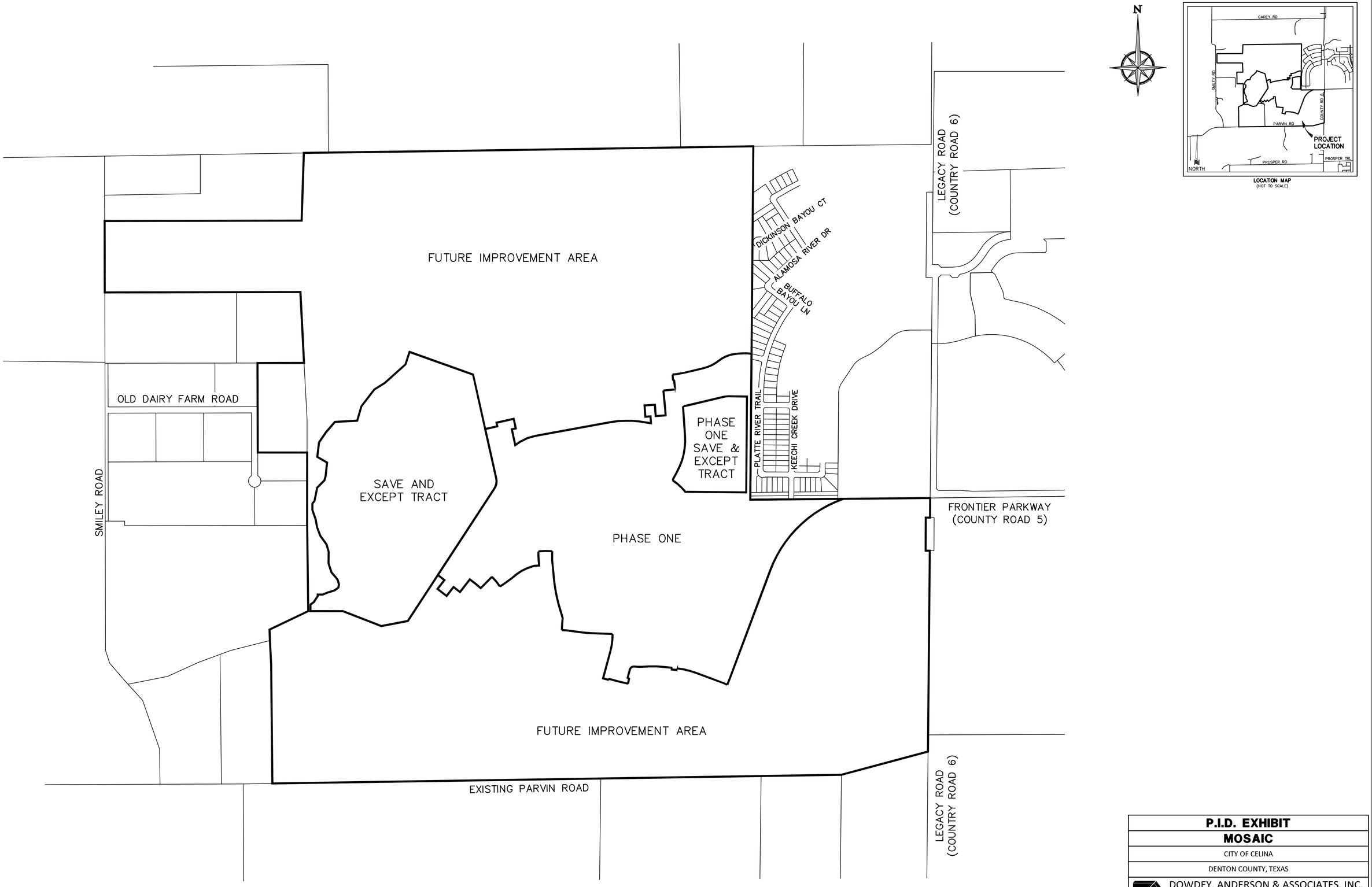
APPENDIX A
PID MAP



LOCATION MAP
(NOT TO SCALE)

N

DOWDEY, ANDERSON & ASSOCIATES, INC.

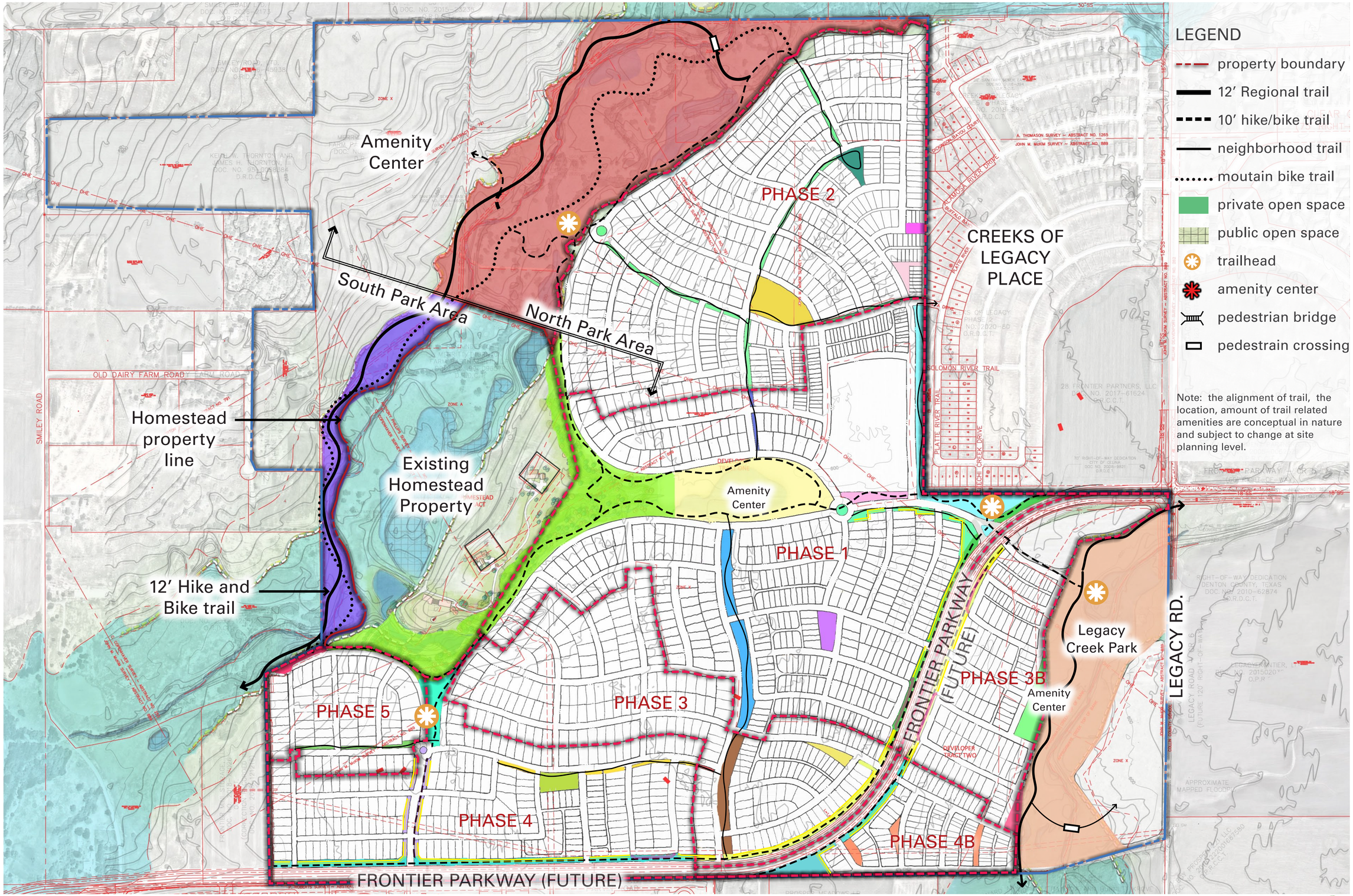
P.I.D. EXHIBIT
MOSAIC
CITY OF CELINA
DENTON COUNTY, TEXAS

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 NO.:

S:\PROJECTS C3D\04051\Dwg\04051EXBT01-PID BOUNDARIES.dwg, PID EXHIBIT-OVERALL, 3/25/2022 12:13:56 PM, dunt



TBG

Mosaic

Conceptual Open Space Plan

(Augest, 2021 Draft, subject to change without notice)

0 150' 300' 600'

TELLUS GROUP

Mosaic Phase 2 Product Summary					
Lot Type	Lot Size	Ph2-A	Ph2-B	Ph2-C	TOTAL
1	70' x 130'	17	11	32	60
2	60' x 130'	58	56	0	114
3	50' x 130'	30	44	67	141
4	40' x 130'	30	0	69	99
5	25' x 90'	23	0	24	47
TOTAL		158	111	192	461

Mosaic Phase 3-C Product Summary		
Lot Type	Lot Size	Phase 3-C
1	70' x 130'	62
2	60' x 130'	68
3	50' x 130'	0
4	40' x 130'	0
5	25' x 90'	0
TOTAL		130

Improvement Area #2

Celina, Texas 08/07/24

All lot counts based on TBG preliminary layout and subject to change with final engineering layout.

MOSAIC

TELLUS GROUP

TBG

0 100' 200' 400'

TBG
2001 Bryan St.
Suite 1450
Dallas, Texas 75201

[214] 744 0757
tbgpartners.com

APPENDIX B
BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS

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)

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

MOSAIC, PHASE 1 **99,833.3**

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			

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	$ -	$ -		

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	$ -

PROJECT FUND BUDGET SUMMARY

IMPROVEMENT AREA 2
CELINA, TEXAS

PHASE 2 SUMMARY

TEGORY	2A	2B	2C	3C	BUDGET	APPROVED REVISIONS	CURRENT BUDGET	PAID TO DATE BY DEVELOPER	PREVIOUS DRAWS	CURRENT DRAW	REMAINING BALANCE TO DRAW
Public Improvements											
Clearing/Excavation	$ 126,861	$ 98,709	$ 150,622	$ 118,148	$ 494,339	$ -	$ 494,339		$ -	$ -	$ 494,339
Water	$ 788,849	$ 643,423	$ 828,280	$ 904,020	$ 3,164,573	$ -	$ 3,164,573		$ -	$ -	$ 3,164,573
Sewer	$ 1,098,034	$ 746,347	$ 1,040,242	$ 973,560	$ 3,858,184	$ -	$ 3,858,184		$ -	$ -	$ 3,858,184
Storm Drainage	$ 766,200	$ 870,404	$ 1,052,906	$ 1,182,180	$ 3,871,689	$ -	$ 3,871,689		$ -	$ -	$ 3,871,689
Roadways	$ 2,110,439	$ 1,592,219	$ 2,388,581	$ 1,808,040	$ 7,899,279	$ -	$ 7,899,279		$ -	$ -	$ 7,899,279
Retaining Walls	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
Erosion Control/SWPPP	$ 71,872	$ 56,365	$ 83,590	$ 84,540	$ 296,368	$ -	$ 296,368		$ -	$ -	$ 296,368
Landscape/Amenities (DA Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
Landscape/Amenities (Non-DA Req.)	$ 1,999,014	$ 1,729,673	$ 1,345,422	$ 1,523,064	$ 6,597,173	$ -	$ 6,597,173		$ -	$ -	$ 6,597,173
Franchise Utilities	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
Miscellaneous	$ 86,900	$ 61,050	$ 105,600	$ 71,500	$ 325,050	$ -	$ 325,050		$ -	$ -	$ 325,050
Hard Cost Subtotal	**$ 7,048,170**	**$ 5,798,191**	**$ 6,995,242**	**$ 6,665,052**	**$ 26,506,655**	**$ -**	**$ 26,506,655**	**$ -**	**$ -**	**$ -**	**$ 26,506,655**
Engineering/Surveying	$ 706,887	$ 458,056	$ 707,167	$ 569,807	$ 2,441,918	$ -	$ 2,441,918		$ -	$ -	$ 2,441,918
Landscape Design (DA Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
Landscape Design (Non-DA Req.)	$ 189,906	$ 164,319	$ 127,815	$ 144,691	$ 626,731	$ -	$ 626,731		$ -	$ -	$ 626,731
Hard & Soft Contingency	$ 775,506	$ 625,625	$ 785,241	$ 723,486	$ 2,909,857	$ -	$ 2,909,857		$ -	$ -	$ 2,909,857
Miscellaneous Soft Costs	$ 560,723	$ 399,581	$ 482,076	$ 459,321	$ 1,901,701	$ -	$ 1,901,701		$ -	$ -	$ 1,901,701
Soft Cost Subtotal	**$ 2,233,022**	**$ 1,647,581**	**$ 2,102,299**	**$ 1,897,305**	**$ 7,880,208**	**$ -**	**$ 7,880,208**	**$ -**	**$ -**	**$ -**	**$ 7,880,208**
TOTAL DIRECT COSTS	**$ 9,281,193**	**$ 7,445,772**	**$ 9,097,542**	**$ 8,562,357**	**$ 34,386,863**	**$ -**	**$ 34,386,863**	**$ -**	**$ -**	**$ -**	**$ 34,386,863**
Direct Running Total											
mprovements (Benefit to All)											
Clearing/Excavation	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Water	$ 3,660,386	$ 117,006	$ 374,033	$ -	$ 4,151,425	$ -	$ 4,151,425				$ 4,151,425
Sewer	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Storm Drainage	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Roadways	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Retaining Walls	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Erosion Control/SWPPP	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Landscape/Amenities (DA Req.)	$ 2,415,299	$ -	$ -	$ -	$ 2,415,299	$ -	$ 2,415,299				$ 2,415,299
Landscape/Amenities (Non-DA Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Franchise Utilities	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Miscellaneous	$ 7,567	$ 5,846	$ 18,210	$ -	$ 31,623	$ -	$ 31,623				$ 31,623
Hard Cost Subtotal	**$ 6,083,252**	**$ 122,852**	**$ 392,243**	**$ -**	**$ 6,598,347**	**$ -**	**$ 6,598,347**	**$ -**	**$ -**	**$ -**	**$ 6,598,347**
Engineering/Surveying	$ 15,279	$ 11,701	$ 37,403	$ -	$ 64,383	$ -	$ 64,383				$ 64,383
Landscape Design (DA Req.)	$ 229,453	$ -	$ -	$ -	$ 229,453	$ -	$ 229,453				$ 229,453
Landscape Design (Non-DA Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
PID Formation & Issuance Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Hard & Soft Contingency	$ 602,984	$ 8,190	$ 26,182	$ -	$ 637,357	$ -	$ 637,357				$ 637,357
Miscellaneous Soft Costs	$ 506,916	$ 8,466	$ 27,031	$ -	$ 542,414	$ -	$ 542,414				$ 542,414
Soft Cost Subtotal	**$ 1,354,633**	**$ 28,357**	**$ 90,617**	**$ -**	**$ 1,473,607**	**$ -**	**$ 1,473,607**	**$ -**	**$ -**	**$ -**	**$ 1,473,607**
TOTAL PHASE 2 MAJOR COSTS	**$ 7,437,885**	**$ 151,209**	**$ 482,860**	**$ -**	**$ 8,071,954**	**$ -**	**$ 8,071,954**	**$ -**	**$ -**	**$ -**	**$ 8,071,954**
TOTAL PHASE 2/3C PORTION OF PHASE 2/3C MAJOR COSTS					**$ 2,846,547**		**$ 2,846,547**				
TOTAL PHASE 2/3C PORTION OF PHASE 1 MAJOR COSTS					**$ 2,191,664**		**$ 2,191,664**				
Major Running Total											
Improvements											
Clearing/Excavation	$ 336,649	$ 236,507	$ 559,093	$ 856,852	$ 1,989,101	$ -	$ 1,989,101				$ 1,989,101
Water	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Sewer	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Storm Drainage	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Roadways	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Retaining Walls	$ 189,600	$ 133,200	$ 230,400	$ 208,000	$ 761,200	$ -	$ 761,200				$ 761,200
Erosion Control/SWPPP	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Landscape/Amenities (DA Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Landscape/Amenities (Non-DA Req.)	$ 25,763	$ 18,458	$ 22,400	$ -	$ 66,622	$ -	$ 66,622				$ 66,622
Franchise Utilities	$ 827,966	$ 422,629	$ 684,855	$ 508,528	$ 2,443,978	$ -	$ 2,443,978				$ 2,443,978
Miscellaneous	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Hard Cost Subtotal	**$ 1,379,978**	**$ 810,794**	**$ 1,496,748**	**$ 1,573,380**	**$ 5,260,901**	**$ -**	**$ 5,260,901**	**$ -**	**$ -**	**$ -**	**$ 5,260,901**
Engineering/Surveying (Non-DA Req.)	$ 81,514	$ 67,561	$ 62,399	$ 79,955	$ 291,429	$ -	$ 291,429				$ 291,429

Landscape Design (DA Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Landscape Design (Non-DA Req.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
Hard & Soft Contingency	$ 146,149	$ 87,835	$ 140,915	$ 165,333	$ 540,233	$ -	$ 540,233					$ 540,233
Miscellaneous Soft Costs	$ 95,101	$ 55,876	$ 103,148	$ 108,429	$ 362,554	$ -	$ 362,554					$ 362,554
Soft Cost Subtotal	**$ 322,764**	**$ 211,272**	**$ 306,462**	**$ 353,718**	**$ 1,194,215**	**$ -**	**$ 1,194,215**	**$ -**	**$ -**	**$ -**		**$ 1,194,215**
TOTAL PRIVATE COSTS	**$ 1,702,742**	**$ 1,022,066**	**$ 1,803,210**	**$ 1,927,097**	**$ 6,455,116**	**$ -**	**$ 6,455,116**	**$ -**	**$ -**	**$ -**		**$ 6,455,116**
TOTAL PID ELIGIBLE COSTS	**$ 16,719,078**	**$ 7,596,981**	**$ 9,580,402**	**$ 8,562,357**	**$ 42,458,817**	**$ -**	**$ 42,458,817**	**$ -**	**$ -**	**$ -**		**$ 42,458,817**
TOTAL PHASE 2/3C PID DIRECT ELIGIBLE					**$ 39,425,074**		**$ 39,425,074**					
GRAND TOTAL	**$ 18,421,820**	**$ 8,619,047**	**$ 11,383,612**	**$ 10,489,454**	**$ 48,913,933**	**$ -**	**$ 48,913,933**	**$ -**	**$ -**	**$ -**		**$ 48,913,933**

TABLE III-B UPDATE

Date: 8/23/2024

	Original Budget from Table III-B	Constructed with Phase 2	Constructed with Phase 3C	To be Constructed w/in Next 5 Years	Updated Total	Notes
Roadway	$ 1,039,000	$ -	$ -		**$ -**	The section of Old Parvin Rd. is actually a direct improvement of Phase 4B
Water	$ 163,000	$ 4,151,425	$ -	$ 485,846	**$ 4,637,271**	Additional Water Major Improvements constructed with Phase 2 are shown on the attached exhibit and are necessary to serve the entire project. It is anticipated that an additional 12" water line will be installed in the next 5 years with Phases 4A and 4C.
Sanitary Sewer	$ 51,000	$ -	$ -		**$ -**	Based on updated engineering, we no longer anticipate Additional Sanitary Sewer Major Improvements to be constructed within the next 5 years.
Storm Drain	$ 355,000	$ -	$ -		**$ -**	Based on updated engineering, we no longer anticipate Additional Storm Drainage Major Improvements to be constructed within the next 5 years.
Landscape / Hike & Bike Trails	$ -	$ 2,415,299	$ -	$ 423,946	**$ 2,839,245**	Additional Landscape / Trails Major Improvements consist of hike and bike trails that are part of the larger trail system the initial portion of which are being constructed with Phase 2 with future portions anticipated to be constructed in phases over the next 5 years to serve the entire community
Soft & Misc.	$ 446,863	$ 1,505,230	$ -		**$ 1,505,230**	Phase 2 Misc. includes city inspection fees and bond costs. Soft costs include design and legal for Legacy waterline
Totals	**$ 2,054,863**	**$ 8,071,954**	**$ -**	**$ 909,792**	**$ 8,981,746**	

APPENDIX C
LEGAL DESCRIPTION

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;

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;

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

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:

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;

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;

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;

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;

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;

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;

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;

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;

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;

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.

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;

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.

IMPROVEMENT AREA #2

METES AND BOUNDS DESCRIPTION
(approx. 201.857 acres)

TRACT ONE - PHASE 2 & NORTH PARK (163.335 ACRES)

BEING a tract of land situated in the A. Thomason Survey, Abstract No. 1265, the J. McKim Survey, Abstract No. 889, the J. Morton Survey, Abstract No. 791, and the A. Phillips Survey, Abstract No. 1028, City of Celina, Denton County, Texas, being part of Tract 1, conveyed to Tellus Texas I, LLC, by deed recorded in Document No. 2021-137876 and part of the Official Public Records, Denton County, Texas (OPRDCT)and being part of a tract of land conveyed to Merritt/Thornton Farm Partnership, L.P., by deed recorded in Document No. 99-096579, Deed Records, Denton County, Texas (DRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the south corner of Lot 27, Block N, Creeks of Legacy West Phase 2, an addition recorded in Document No. 2020-80, Plat Records, Denton County, Texas (PRDCT), and being the northwest corner of the right-of-way of Keya Drive, and from which a 5/8" iron rod with plastic cap found for the southwest corner of Lot 10X, Block P, bears S 00°29'18" W, 1340.19 feet;

THENCE into and through said Tellus tract, the following:

A curve to the left having a central angle of 14°16'33", a radius of 275.00 feet, a chord of N 86°02'11" W - 68.34 feet, an arc length of 68.52 feet;

S 86°49'33" W, 67.10 feet;

A tangent curve to the left having a central angle of 35°10'58", a radius of 325.00 feet, a chord of S 69°14'04" W - 196.45 feet, an arc length of 199.57 feet;

A non-tangent curve to the right having a central angle of 24°57'41", a radius of 375.00 feet, a chord of S 64°06'28" W - 162.08 feet, an arc length of 163.37 feet;

S 76°35'18" W, 166.57 feet;

A tangent curve to the right having a central angle of 06°11'32", a radius of 975.00 feet, a chord of S 79°41'04" W - 105.32 feet, an arc length of 105.37 feet;

A non-tangent curve to the right having a central angle of 02°26'40", a radius of 775.00 feet, a chord of S 84°08'36" W - 33.06 feet, an arc length of 33.07 feet;

S 04°38'04" E, 49.99 feet;

S 50°49'06" E, 14.32 feet;

S 06°33'18" E, 71.14 feet;

S 11°56'38" W, 15.76 feet;

A non-tangent curve to the right having a central angle of 00°21'33", a radius of 1091.00 feet, a chord of S 84°24'10" W - 6.84 feet, an arc length of 6.84 feet;

S 84°34'57" W, 93.00 feet;

A tangent curve to the right having a central angle of 02°15'50", a radius of 241.00 feet, a chord of S 85°42'52" W - 9.52 feet, an arc length of 9.52 feet;

A non-tangent curve to the right having a central angle of 03°32'51", a radius of 2856.00 feet, a chord of S 05°39'37" E - 176.80 feet, an arc length of 176.83 feet;

S 03°53'11" E, 63.89 feet;

S 86°06'49" W, 146.00 feet;

S 03°53'11" E, 66.33 feet;

N 81°31'54" W, 120.20 feet;

N 85°17'01" W, 62.69 feet;

N 89°13'04" W, 68.53 feet;

S 87°17'06" W, 70.00 feet;

S 81°29'35" W, 82.66 feet;

S 79°37'24" W, 725.00 feet;

S 74°52'29" W, 79.61 feet;

S 63°27'39" W, 82.02 feet;

S 55°41'45" W, 56.24 feet;

N 12°34'46" W, 156.45 feet;

N 17°59'33" W, 50.00 feet;

A non-tangent curve to the right having a central angle of 05°24'47", a radius of 275.00 feet, a chord of S 74°42'50" W - 25.97 feet, an arc length of 25.98 feet;

S 77°25'14" W, 89.34 feet;

N 57°34'46" W, 14.14 feet;

And S 77°25'14" W, 120.00 feet to a point on a westerly line of said Tellus tract;

THENCE along the westerly and northerly lines thereof, the following:

N 12°34'46" W, 363.86 feet to a 5/8" iron rod with plastic cap found;

N 23°25'03" E, 85.37 feet;

N 09°02'24" E, 282.82 feet;

N 09°51'08" W, 42.20 feet;

THENCE into and through said Merritt/Thornton Farm partnership, LP tract, the following:

N 70°48'39" W, 308.32 feet;

N 79°30'27" W, 140.63 feet;

N 79°04'24" W, 19.29 feet;

N 79°40'33" W, 140.96 feet;

N 79°36'36" W, 230.31 feet;

N 09°00'08" E, 19.61 feet;

N 10°11'26" W, 278.95 feet;

N 41°14'29" E, 853.82 feet;

N 24°11'48" E, 512.11 feet;

N 32°25'06" E, 406.18 feet to a point on the south line of a tract conveyed to MTAK Properties, LLC, recorded in document no. 2022-11358 OPRDCT;

THENCE N 89°07'41" E, 2369.87 feet;

And S 00°29'18" W, 84.47 feet to a 5/8" iron rod with plastic cap found on the west line of Creeks of Legacy West Phase 1, recorded in Document No. 2018-394 PRDCT;

THENCE S 00°29'18" W, 1922.15 feet along the west line thereof, and of Creeks of Legacy West Phase 2, to the POINT OF BEGINNING with the subject tract containing 7,114,865 square feet or 163.335 acres of land.

TRACT TWO - PHASE 3C (38.522 ACRES)

BEING a tract of land situated in the C. Copenhaver Survey, Abstract No. 253, the John M. McKim Survey, Abstract No. 889 City of Celina, Denton County, Texas, being part of a tract described as Tract 1 conveyed to Tellus Texas I, LLC, by deed recorded in Document No. 2021-137876 of the Deed Records, Denton County, Texas with the subject tract being more particularly described as follows:

BEGINNING at a 5/8 inch capped iron rod found at the southernmost west right of way of Sunrise Lane within Mosaic Phase 1B Doc# 2023-284 O.R.D.C.T, same being the westernmost corner of Mosaic Phase 1B, an addition to the City of Celina, Texas;

THENCE S 52°20'47" E, 190.00 feet;

THENCE N 37°39'12" E, 155.00 feet;

THENCE S 52°20'47" E, 70.00 feet;

THENCE S 49°37'48" E, 64.87 feet;

THENCE N 44°48'24" E, 155.00 feet;

THENCE, around a non-tangent curve to the right having a central angle of 12°42'31", a radius of 550.00 feet, a chord of S 38°50'21" E - 121.74 feet, an arc length of 121.99 feet;

THENCE N 57°30'54" E, 50.00 feet;

THENCE N 53°45'23" E, 94.80 feet;

THENCE N 49°58'08" E, 57.51 feet;

THENCE N 56°50'18" E, 57.51 feet;

THENCE N 63°42'27" E, 57.51 feet;

THENCE N 71°21'59" E, 70.71 feet;

THENCE N 85°36'18" E, 50.00 feet;

THENCE N 04°23'42" W, 72.83 feet;

THENCE, around a non-tangent curve to the right having a central angle of 05°22'10", a radius of 375.00 feet, a chord of N 01°43'42" W - 35.13 feet, an arc length of 35.14 feet;

THENCE, around a non-tangent curve to the left having a central angle of 02°31'20", a radius of 425.00 feet, a chord of N 00°10'22" W - 18.71 feet, an arc length of 18.71 feet;

THENCE N 40°34'19" E, 14.70 feet;

THENCE, around a non-tangent curve to the right having a central angle of 11°36'52", a radius of 610.00 feet, a chord of N 89°31'37" E - 123.44 feet , an arc length of 123.65 feet;

THENCE S 00°08'08" E, 91.09 feet;

THENCE S 05°28'41" E, 60.00 feet;

THENCE S 05°27'43" E, 60.00 feet;

THENCE S 05°29'38" E, 60.00 feet;

THENCE S 06°48'57" E, 64.95 feet;

THENCE S 09°20'35" E, 64.84 feet;

THENCE S 11°52'14" E, 64.84 feet;

THENCE S 14°23'44" E, 64.84 feet;

THENCE S 16°55'31" E, 64.84 feet;

THENCE S 16°25'24" E, 62.22 feet;

THENCE S 05°14'15" W, 65.95 feet;

THENCE S 02°33'35" W, 50.00 feet;

THENCE, around a non-tangent curve to the right having a central angle of 07°09'51", a radius of 975.00 feet, a chord of S 83°51'27" E - 121.83 feet, an arc length of 121.91 feet;

THENCE, around a non-tangent curve to the left having a central angle of 07°27'44", a radius of 1225.00 feet, a chord of S 84°00'30" E - 159.43 feet, an arc length of 159.55 feet;

THENCE S 87°44'22" E, 200.61 feet;

THENCE S 44°12'21" E, 14.50 feet;

THENCE, around a non-tangent curve to the right having a central angle of 15°34'23", a radius of 570.00 feet, a chord of S 07°34'30" W - 154.45 feet, an arc length of 154.93 feet;

THENCE S 14°56'45" W, 275.96 feet;

THENCE N 29°47'00" W, 14.21 feet;

THENCE, around a non-tangent curve to the right having a central angle of 06°56'47", a radius of 525.00 feet, a chord of N 70°29'37" W - 63.61 feet, an arc length of 63.65 feet;

THENCE, around a reverse curve to the left having a central angle of 03°02'10", a radius of 1075.00 feet, a chord of N 68°32'19" W - 56.96 feet, an arc length of 56.97 feet;

THENCE S 14°56'44" W, 143.91 feet;

THENCE N 75°03'16" W, 75.49 feet;

THENCE, around a tangent curve to the left with a central angle of 14°23'28", a radius of 1200.00 feet, a chord of N 82°15'00" W - 300.62 feet, an arc length of 301.41 feet;

THENCE N 89°26'44" W, 5.50 feet;

THENCE N 89°40'41" W, 50.00 feet;

THENCE S 85°43'40" W, 179.95 feet;

THENCE, around a non-tangent curve to the left having a central angle of 09°03'48", a radius of 409.53 feet, a chord of S 81°05'16" W - 64.71 feet, an arc length of 64.78 feet;

THENCE, around a non-tangent curve to the right having a central angle of 14°22'51", a radius of 1315.00 feet, a chord of S 83°38'18" W - 329.19 feet, an arc length of 330.06 feet;

THENCE S 89°26'22" W, 50.00 feet;

THENCE N 00°33'38" W, 2.17 feet;

THENCE, around a non-tangent curve to the right having a central angle of 22°48'56", a radius of 1318.73 feet, a chord of N 75°33'00" W - 521.66 feet, an arc length of 525.13 feet;

THENCE, around a non-tangent curve to the left having a central angle of 02°29'07", a radius of 455.00 feet, a chord of N 65°21'07" W - 19.73 feet, an arc length of 19.74 feet;

THENCE N 66°35'40" W, 62.17 feet;

THENCE N 78°40'08" W, 45.63 feet;

THENCE S 89°12'16" W, 122.76 feet;

THENCE N 00°35'35" W, 146.28 feet;

THENCE, around a non-tangent curve to the left having a central angle of 01°40'53", a radius of 525.00 feet, a chord of S 85°28'18" W - 15.41 feet, an arc length of 15.41 feet;

THENCE S 84°37'51" W, 17.28 feet;

THENCE N 05°22'09" W, 50.00 feet;

THENCE N 45°06'46" E, 15.43 feet;

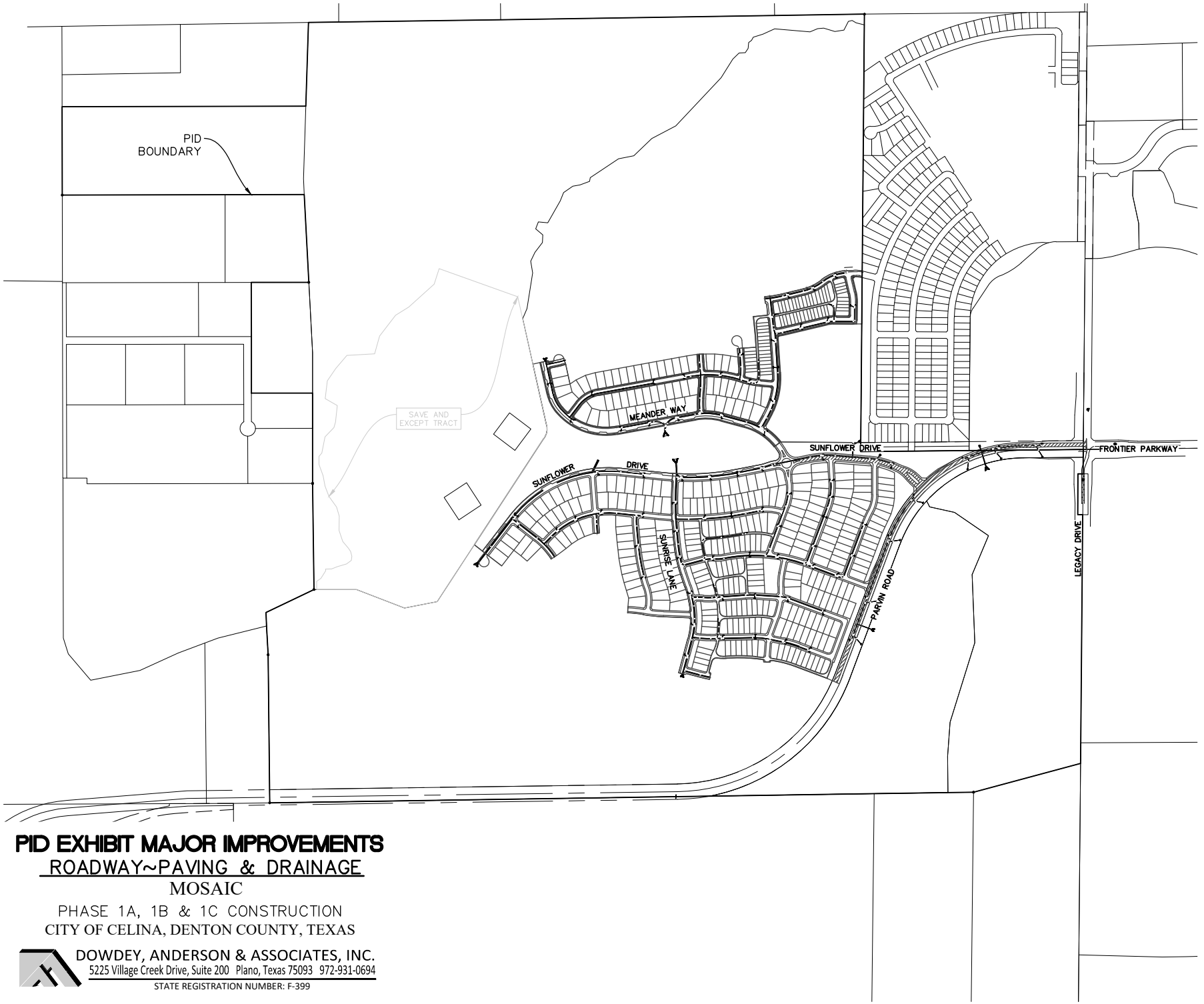
THENCE, along a non-tangent curve to the right having a central angle of 14°34'16", a radius of 275.00 feet, a chord of N 13°55'18" E - 69.75 feet, an arc length of 69.94 feet;

THENCE N 21°12'26" E, 210.09 feet;

THENCE N 33°08'40" E, 530.86 feet;

THENCE S 52°20'47" E, 79.98 feet to the **POINT OF BEGINNING** with subject tract containing 1,678,018 square feet or 38.522 acres of land.

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS



PID EXHIBIT MAJOR IMPROVEMENTS

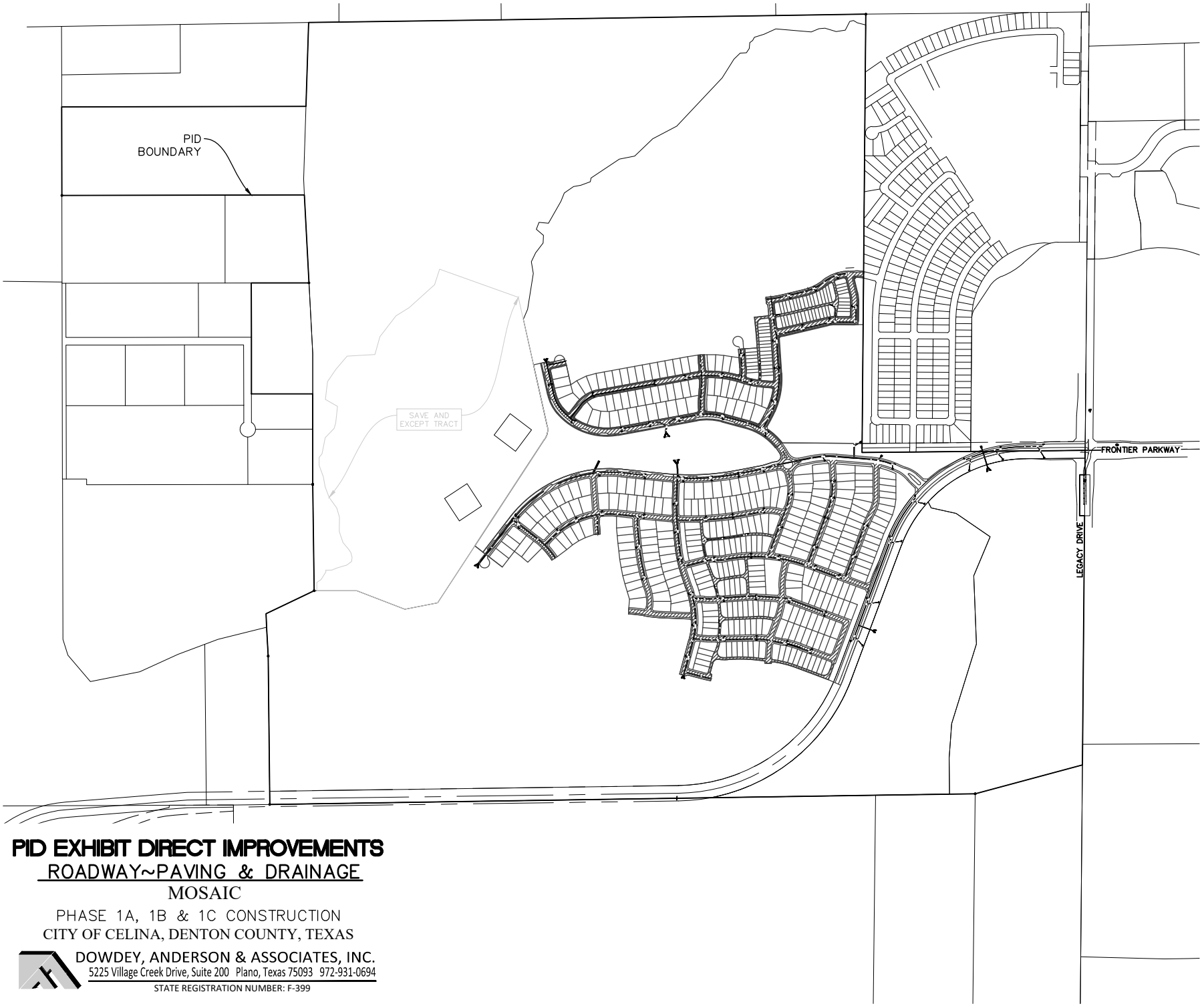
ROADWAY~PAVING & DRAINAGE

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



PID EXHIBIT DIRECT IMPROVEMENTS

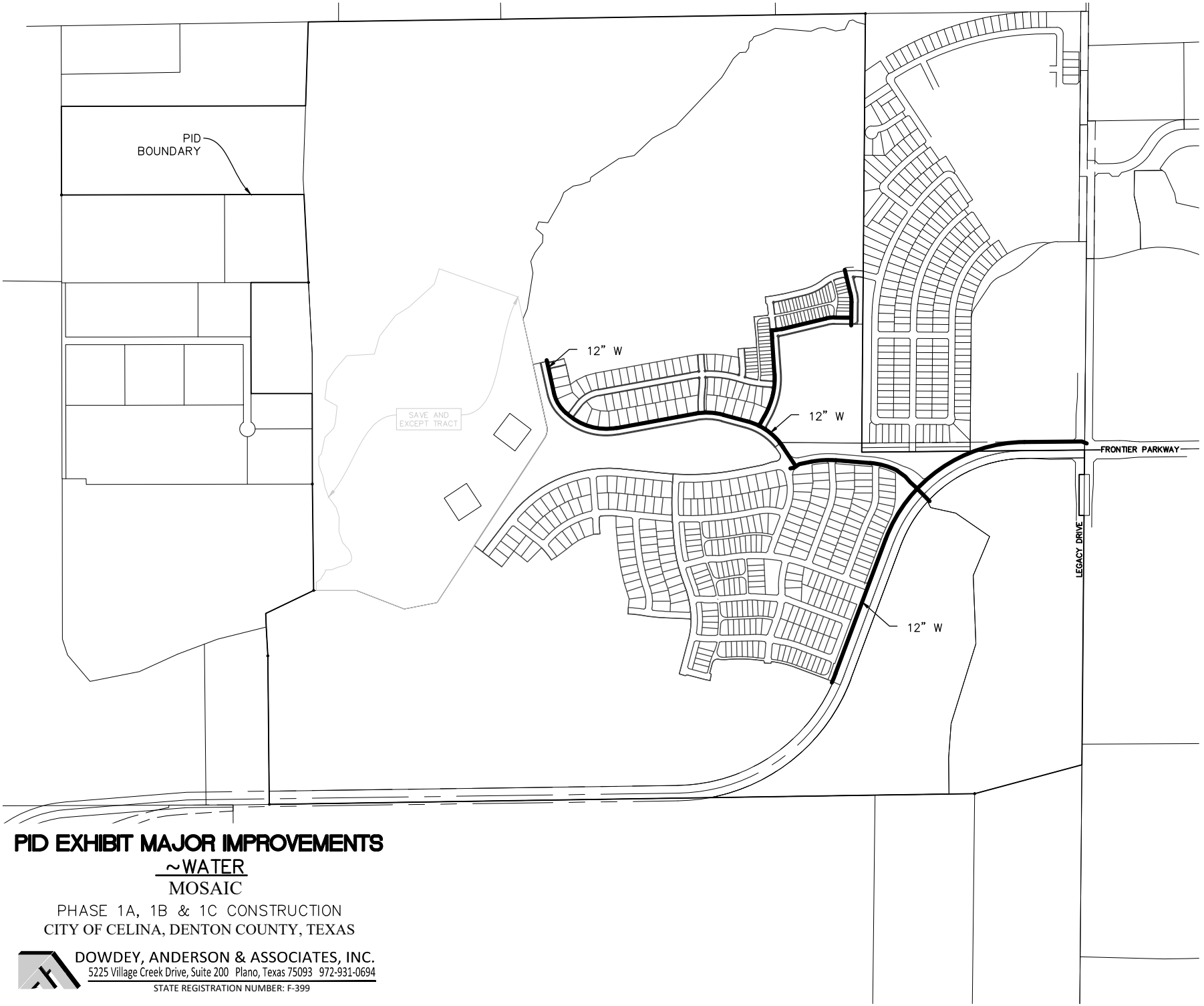
ROADWAY~PAVING & DRAINAGE

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



PID EXHIBIT MAJOR IMPROVEMENTS

~WATER

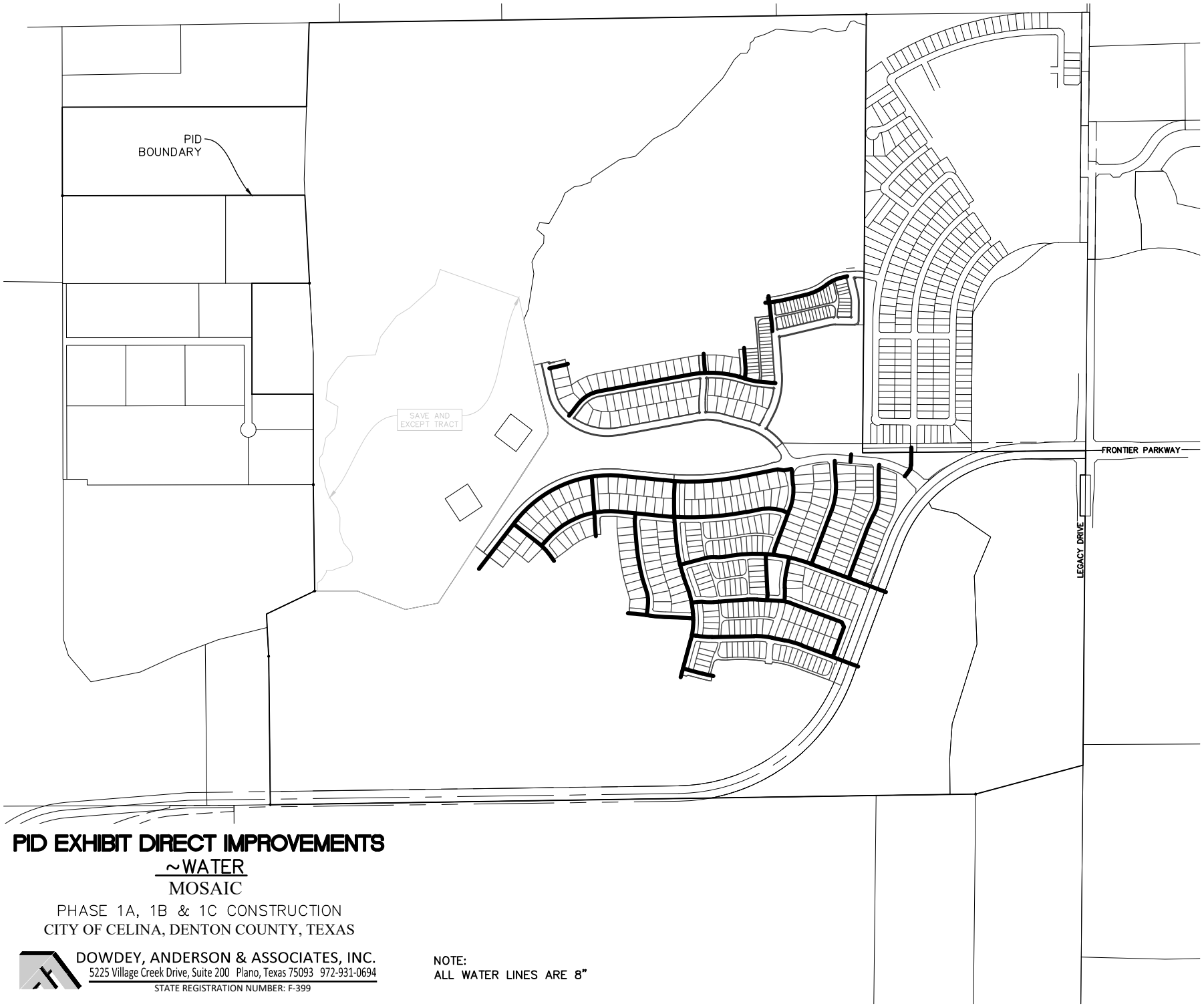
MOSAIC

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

03–11–2022



PID EXHIBIT DIRECT IMPROVEMENTS

~WATER

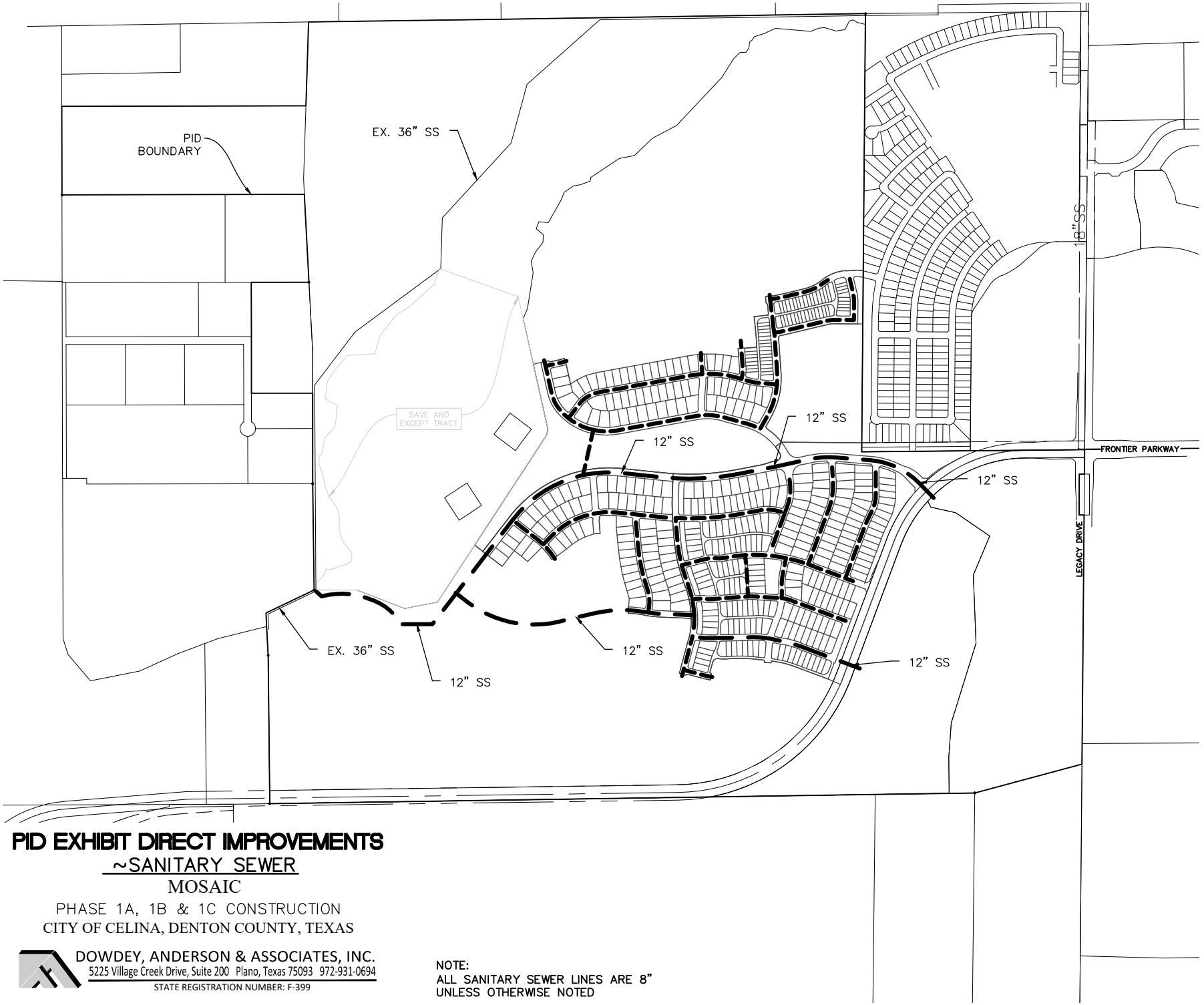
MOSAIC

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"



PID EXHIBIT DIRECT IMPROVEMENTS

~SANITARY SEWER

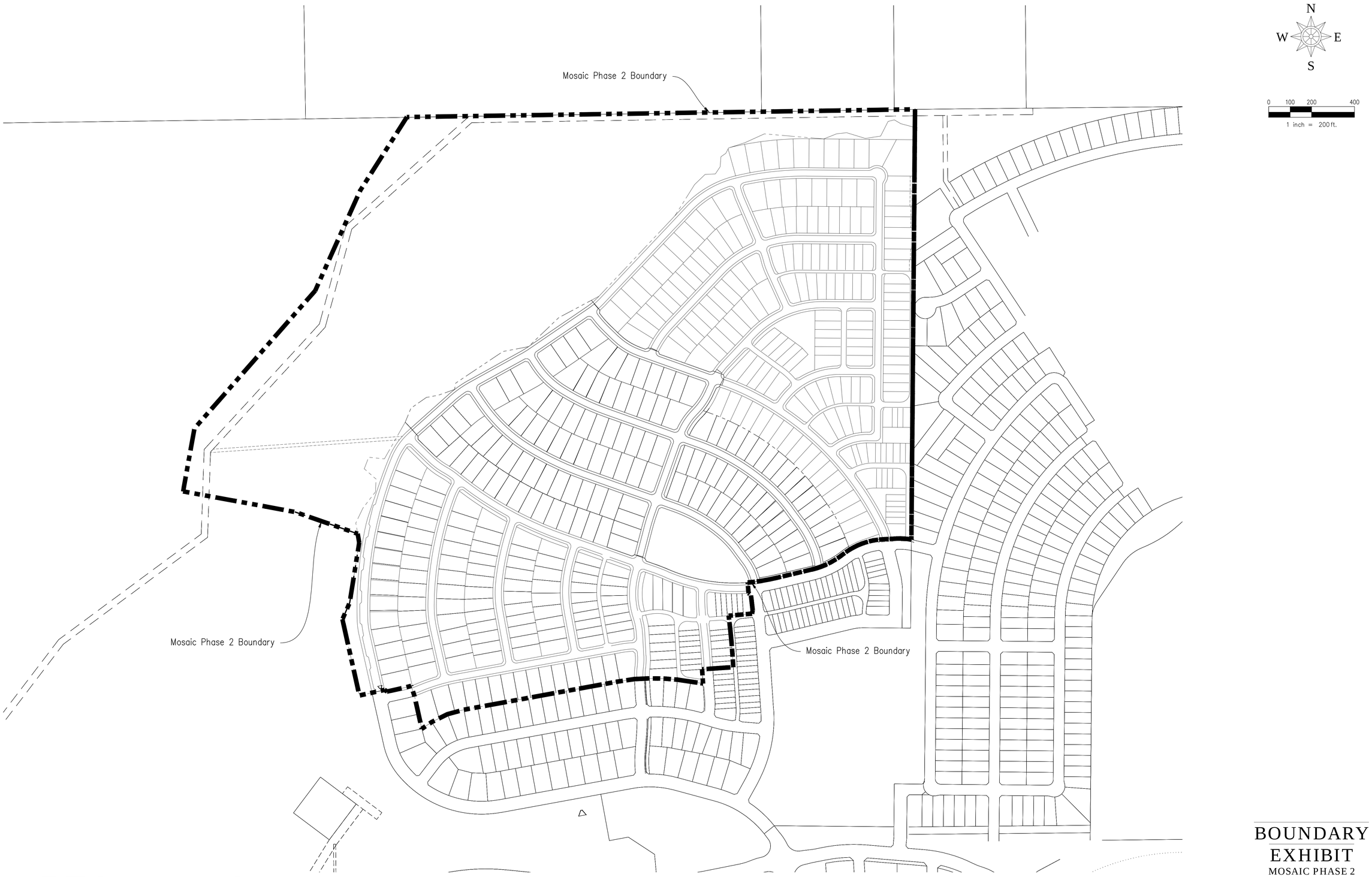
MOSAIC

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



BOUNDARY EXHIBIT

MOSAIC PHASE 2
CITY OF CELINA, DENTON COUNTY, TEXAS

SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

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DIRECT WATER IMPROVEMENTS

MOSAIC PHASE 2
CITY OF CELINA, DENTON COUNTY, TEXAS

SPIARS
ENGINEERING & SURVEYING
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TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

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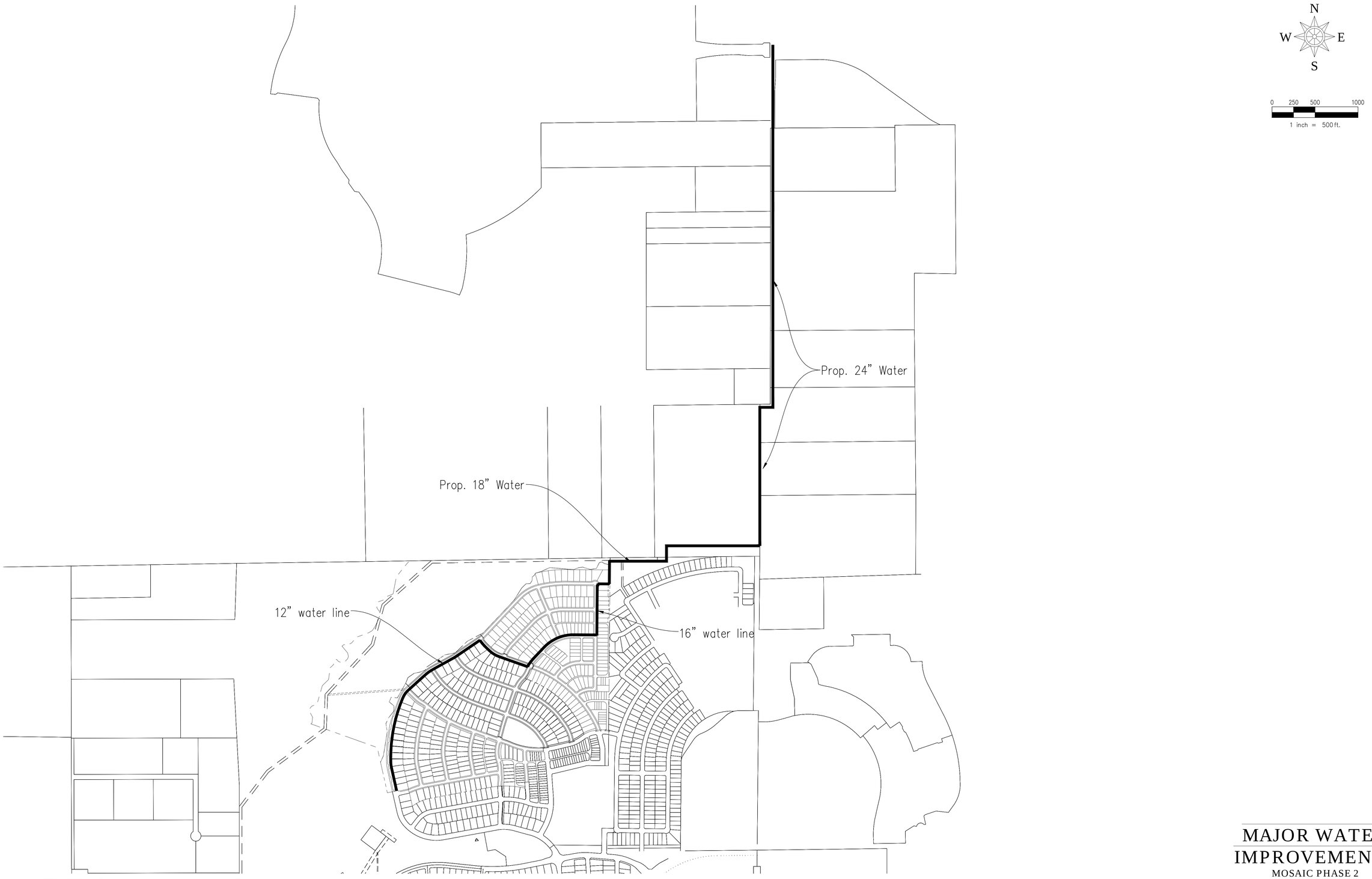

MAJOR WATER IMPROVEMENTS

MOSAIC PHASE 2
CITY OF CELINA, DENTON COUNTY, TEXAS

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DIRECT SEWER IMPROVEMENTS

MOSAIC PHASE 2
CITY OF CELINA,
DENTON COUNTY, TEXAS

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ENGINEERING & SURVEYING
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TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

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N
W E
S

0 100 200 400
1 inch = 200 ft.

DIRECT PAVING IMPROVEMENTS

MOSAIC PHASE 2
CITY OF CELINA, DENTON COUNTY, TEXAS

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

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N
W E
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0 40 80 160
1 inch = 80 ft.

BOUNDARY EXHIBIT

MOSAIC PHASE 3C
CITY OF CELINA, DENTON COUNTY,
TEXAS

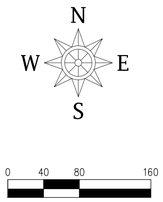
SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

Drawing: G:\2022_JOBS\22-051 Mosaic Phase 3A\ENGINEERING\PSP\PD Documents\CAD files\Phase 3C.dwg Saved By: Andrea.dicarlo Save Time: 7/31/2024 1:19:31 PM
Plotted by: andrea.dicarlo Plot Date: 7/31/2024 1:19 PM

DIRECT SANITARY SEWER IMPROVEMENTS

MOSAIC PHASE 3C
CITY OF CELINA, DENTON COUNTY, TEXAS

SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com



SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

DIRECT WATER IMPROVEMENTS

MOSAIC PHASE 3C
CITY OF CELINA, DENTON COUNTY, TEXAS

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Plotted by: andrea.dicarlo Plot Date: 7/31/2024 1:20 PM

DIRECT PAVING IMPROVEMENTS

MOSAIC PHASE 3C
CITY OF CELINA, DENTON COUNTY, TEXAS

SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

Drawing: G:\2022_JOBS\22-051 Mosaic Phase 3A\ENGINEERING\PSP\PS Documents\CAD files\Phase 3C.dwg Saved By: Andrea.dicarlo Save Time: 7/31/2024 1:19:31 PM
Plotted by: andrea.dicarlo Plot Date: 7/31/2024 1:20 PM

APPENDIX E
PID ASSESSMENT NOTICE

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.

[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.

[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.

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.

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

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-1.1 shows the original proposed residential units to be developed within the PID.

Table F-1.1
Proposed Development within the PID – Original

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-1.2 shows the 2024 revised proposed residential units to be developed within the PID.

Table F-1.2
Proposed Development within the PID – 2024 Revised

Proposed Development	Quantity	Measurement
Residential:		
Single-Family - 70 Ft	184	Units
Single-Family - 60 Ft	456	Units
Single-Family - 50 Ft	465	Units
Single-Family - 40 Ft	355	Units
Townhomes	210	Units
Multi-Family	341	Units
Subtotal - Residential	**2,011**	**Units**
Non-Residential:		
Commercial	30	1,000 GSF
Subtotal – Non-Residential	**30**	**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 Improvement Area #2.

Table F-3
Proposed Development – Improvement Area #2

Description	Phase #2	Phase #3C	Proposed Development	
Single-Family - 70 Ft	60	62	122	Units
Single-Family - 60 Ft	114	68	182	Units
Single-Family - 50 Ft	141	0	141	Units
Single-Family - 40 Ft	99	0	99	Units
Townhomes	47	0	47	Units
Total	**461**	**130**	**591**	**Units**

Table F-4 shows the proposed residential units within Phases #3A, 3B, 4, and 5.

Table F-4
Proposed Development – Phases #3A, 3B, 4, and 5

Description	Proposed Development	
Residential:		
Single-Family - 60 Ft	165	Units
Single-Family - 50 Ft	214	Units
Single-Family - 40 Ft	170	Units
Townhomes	95	Units
Total	644	**Units**

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 Authorized Improvements to be allocated to the Assessed Property receiving benefit from such Authorized Improvements by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the 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 original 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-5.1. 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-5.1
Equivalent Unit Factors – Original

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 Equivalent Unit calculations described above were revised by the City Council in 2024 following changes to the development process and the request from the Developer. These classifications were reduced to remove Lot Type 6 (Multi-Family) and Lot Type 7 (Commercial), as shown in Table F-5.2.

Table F-5.2
Equivalent Unit Factors – Phases #1-5 - 2024 Revised

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

The original total estimated Equivalent Units for the Future Phases are shown in Table F-6.1 as calculated based on the Equivalent Unit factors shown in Table F-5.1, estimated Lot Types and the original number of units estimated to be built within the Future Phases.

Table F-6.1
Estimated Equivalent Units – Future Phases - Original

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 updated total estimated Equivalent Units for the Phases #3A, 3B, 4, and 5 are shown in Table F-6.2 as calculated based on the Equivalent Unit factors shown in Table F-5.2, estimated Lot Types and the 2024 revised number of units estimated to be built within the Phases #3A, 3B, 4, and 5.

Table F-6.2
Estimated Equivalent Units –Phases #3A, 3B, 4, and 5 – 2024 Revised

Lot Type	Planned No. of Units/1,000 GSF	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70 Ft)	0	1.00	0.00
Lot Type 2 (60 Ft)	165	0.84	138.53
Lot Type 3 (50 Ft)	214	0.79	169.75
Lot Type 4 (40 Ft)	170	0.59	99.70
Lot Type 5 (Townhomes)	95	0.47	44.52
Total	**644**		**452.51**

The total estimated Equivalent Units for Phase #1 are shown in Table F-7 as calculated based on the Equivalent Unit factors shown in Table F-5.2, estimated Lot Types and number of units estimated to be built within Phase #1.

Table F-7
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**

The total estimated Equivalent Units for Improvement Area #2 are shown in Table F-8 as calculated based on the Equivalent Unit factors shown in Table F-5.2, estimated Lot Types and number of units estimated to be built within Improvement Area #2.

Table F-8
Estimated Equivalent Units - Improvement Area #2 (Major Improvements)

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70 Ft)	122	1.00	122.00
Lot Type 2 (60 Ft)	182	0.84	152.81
Lot Type 3 (50 Ft)	141	0.79	111.85
Lot Type 4 (40 Ft)	99	0.59	58.06
Lot Type 5 (Townhomes)	47	0.47	22.03
Total	**591**		**466.74**

C) Original Allocation of Assessments to Lots within Phase # 1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Series 2023 Phase #1 Bonds and Phase #1 Reimbursement Agreement Obligation, which represents the total Assessment originally to be allocated on all Parcels within Phase #1, is $22,348,000. As shown in Table F-7, there are a total of 323.08 estimated Equivalent Units in Phase #1, resulting in an original Assessment per Equivalent Unit of $69,172.22.

The original 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 original Assessment for a Lot Type 1 (70 Ft Lot) dwelling unit is $69,172.22 (i.e., $69,172.22 x 1.00). The original Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $58,076.92 (i.e., $69,172.22 x 0.84). The original Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $54,869.69 (i.e., $69,172.22 x 0.79). The original Assessment for a Lot Type 4 (40 Ft Lot) dwelling unit is $40,567.16 (i.e., $69,172.22 x 0.59). The original Assessment for a Lot Type 5 (Townhomes) dwelling unit is $32,419.06 (i.e., $69,172.22 x 0.47). Table F-9 sets forth the original Assessment per dwelling unit for each Lot Type in Phase #1.

Table F-9
Assessment Per Unit – Phase #1 - Original

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 original projected leverage calculated based on the original estimated land values, finished lot values and home values for each unit is shown in Table F-10.

Table F-10
Projected Leverage – Phase #1 – Original

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 original projected tax rate equivalent per unit calculated based on the original estimated finished lot values and home values for each unit is shown in Table F-11.

Table F-11
Estimated Tax Rate Equivalent per unit – Phase #1 – Original

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	$5,207.36	$3.5938	$0.6526
Lot Type 2 (60 Ft)	109	$124,200	$670,000	$4,372.09	$3.5202	$0.6526
Lot Type 3 (50 Ft)	110	$103,500	$633,000	$4,130.65	$3.9910	$0.6526
Lot Type 4 (40 Ft)	86	$82,800	$468,000	$3,053.94	$3.6883	$0.6526
Lot Type 5 (Townhomes)	68	$72,000	$374,000	$2,440.54	$3.3896	$0.6526

D) Revised Allocation of Assessments to Lots within Phase #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Series 2023 Phase #1 Bonds and Series 2024 Phase #1 Bonds, which represents the revised total Assessment to be allocated on all Parcels within Phase #1, is $22,162,000. As shown in Table F-7, there are a total of 323.08 estimated Equivalent Units in Phase #1, resulting in a revised Assessment per Equivalent Unit of $68,596.50.

The revised Assessment per dwelling unit or acre within Phase #1 is calculated as the product of (i) $68,596.50 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the revised Assessment for a Lot Type 1 (70 Ft Lot) dwelling unit is $68,596.50 (i.e., $68,596.50 x 1.00). The revised Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $57,593.56 (i.e., $68,596.50 x 0.84). The revised Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $54,413.02 (i.e., $68,596.50 x 0.79). The revised Assessment for a Lot Type 4 (40 Ft Lot) dwelling unit is $40,229.53 (i.e., $68,596.50 x 0.59). The revised Assessment for a Lot Type 5 (Townhomes) dwelling unit is $32,149.24 (i.e., $68,596.50 x 0.47). Table F-12 sets forth the revised Assessment per dwelling unit for each Lot Type in Phase #1.

Table F-12
Assessment Per Unit – Phase #1 – Revised

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (70 Ft)	62	$68,596.50	1.00	$68,596.50	per dwelling unit	$4,252,983
Lot Type 2 (60 Ft)	109	$68,596.50	0.84	$57,593.56	per dwelling unit	$6,277,698
Lot Type 3 (50 Ft)	110	$68,596.50	0.79	$54,413.02	per dwelling unit	$5,985,432
Lot Type 4 (40 Ft)	86	$68,596.50	0.59	$40,229.53	per dwelling unit	$3,459,739
Lot Type 5 (Townhomes)	68	$68,596.50	0.47	$32,149.24	per dwelling unit	$2,186,148
Total	**435**					**$22,162,000**

The revised projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-13.

Table F-13
Projected Leverage – Phase #1 – Revised

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	$68,596.50	2.11	11.63
Lot Type 2 (60 Ft)	109	$124,200	$670,000	$57,593.56	2.16	11.63
Lot Type 3 (50 Ft)	110	$103,500	$633,000	$54,413.02	1.90	11.63
Lot Type 4 (40 Ft)	86	$82,800	$468,000	$40,229.53	2.06	11.63
Lot Type 5 (Townhomes)	68	$72,000	$374,000	$32,149.24	2.24	11.63

The revised 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-14.

Table F-14
Estimated Tax Rate Equivalent per unit – Phase #1 – Revised

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	$5,247.00	$3.6211	$0.6575
Lot Type 2 (60 Ft)	109	$124,200	$670,000	$4,405.38	$3.5470	$0.6575
Lot Type 3 (50 Ft)	110	$103,500	$633,000	$4,162.10	$4.0213	$0.6575
Lot Type 4 (40 Ft)	86	$82,800	$468,000	$3,077.19	$3.7164	$0.6575
Lot Type 5 (Townhomes)	68	$72,000	$374,000	$2,459.12	$3.4154	$0.6575

The revised 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.

E) Allocation of Assessments to Lots within Improvement Area #2

According to the Developer, the average home prices in Improvement Area #2 have substantially increased as compared to Phase #1. This increase in average home prices for Improvement Area #2 is disproportional between the different Lot Types as compared with Phase #1. As a result, new Equivalent Unit factors are calculated as shown in Table F-15.

Table F-15
Equivalent Unit Factors – Improvement Area #2 Projects

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (70 Ft)	$1,100,000	1.00	per dwelling unit
Lot Type 2 (60 Ft)	$965,000	0.88	per dwelling unit
Lot Type 3 (50 Ft)	$830,000	0.75	per dwelling unit
Lot Type 4 (40 Ft)	$655,000	0.60	per dwelling unit
Lot Type 5 (Townhomes)	$490,000	0.45	per dwelling unit

As shown in Section IV of this Service and Assessment Plan, the total amount of the Series 2024 Improvement Area #2 Bonds and Improvement Area #2 Reimbursement Agreement Obligation, which represents the total Assessment to be allocated on all Parcels within Improvement Area #2, is $47,690,847. As shown in Table F-16 there are a total of 467.94 estimated Equivalent Units in Improvement Area #2, resulting in an Assessment per Equivalent Unit of $101,916.39.

The Assessment per dwelling unit or acre within Improvement Area #2 is calculated as the product of (i) $101,916.39 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 $101,916.39 (i.e., $101,916.39 x 1.00). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $89,408.47 (i.e., $101,916.39 x 0.88). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $76,900.55 (i.e., $101,916.39 x 0.75). The Assessment for a Lot Type 4 (40 Ft Lot) dwelling unit is $60,686.58 (i.e., $101,916.39 x 0.60). The Assessment for a Lot Type 5 (Townhomes) dwelling unit is $45,399.12 (i.e., $101,916.39 x 0.47). Table F-17 sets forth the Assessment per dwelling unit for each Lot Type in Improvement Area #2.

Table F-16
Estimated Equivalent Units - Improvement Area #2

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70 Ft)	122	1.00	122.00
Lot Type 2 (60 Ft)	182	0.88	159.66
Lot Type 3 (50 Ft)	141	0.75	106.39
Lot Type 4 (40 Ft)	99	0.60	58.95
Lot Type 5 (Townhomes)	47	0.45	20.94
Total	**591**		**467.94**

Table F-17
Assessment Per Unit – Improvement Area #2

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (70 Ft)	122	$101,916.39	1.00	$101,916.39	per dwelling unit	$12,433,799
Lot Type 2 (60 Ft)	182	$101,916.39	0.88	$89,408.47	per dwelling unit	$16,272,341
Lot Type 3 (50 Ft)	141	$101,916.39	0.75	$76,900.55	per dwelling unit	$10,842,977
Lot Type 4 (40 Ft)	99	$101,916.39	0.60	$60,686.58	per dwelling unit	$6,007,971
Lot Type 5 (Townhomes)	47	$101,916.39	0.45	$45,399.12	per dwelling unit	$2,133,759
Total	**591**					**$47,690,847**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-18.

Table F-18
Projected Leverage – Improvement Area #2

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)	122	$252,000	$1,100,000	$101,916.39	2.47	10.79
Lot Type 2 (60 Ft)	182	$215,000	$965,000	$89,408.47	2.40	10.79
Lot Type 3 (50 Ft)	141	$177,500	$830,000	$76,900.55	2.31	10.79
Lot Type 4 (40 Ft)	99	$142,000	$655,000	$60,686.58	2.34	10.79
Lot Type 5 (Townhomes)	47	$122,500	$490,000	$45,399.12	2.70	10.79

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-19.

Table F-19
Estimated Tax Rate Equivalent per unit – Improvement Area #2

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)	122	$252,000	$1,100,000	$7,448.24	$2.9557	$0.6771
Lot Type 2 (60 Ft)	182	$215,000	$965,000	$6,534.14	$3.0391	$0.6771
Lot Type 3 (50 Ft)	141	$177,500	$830,000	$5,620.04	$3.1662	$0.6771
Lot Type 4 (40 Ft)	99	$142,000	$655,000	$4,435.09	$3.1233	$0.6771
Lot Type 5 (Townhomes)	47	$122,500	$490,000	$3,317.85	$2.7085	$0.6771

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #2 is shown on the Improvement Area #2 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

APPENDIX G
REVISED PHASE #1 ASSESSMENT ROLL

Appendix G-1
Revised Phase #1 Assessment Roll

Parcel	**See Assessment Roll Summary**
Equivalent Units	**323.08**
Assessment	**$22,162,000**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest	Total Annual Installment
9/30/23	$0	$0	$0	$0	$0	$0
9/30/24	$1,092,123	$469,828	$51,000	$79,615	($1,092,123)	$600,443
9/30/25	$1,085,744	$463,949	$52,020	$79,615	$0	$1,681,328
9/30/26	$1,085,763	$434,313	$53,060	$108,735	$0	$1,681,871
9/30/27	$1,086,300	$434,425	$54,122	$107,000	$0	$1,681,847
9/30/28	$1,086,313	$435,250	$55,204	$105,180	$0	$1,681,947
9/30/29	$1,086,800	$435,730	$56,308	$103,270	$0	$1,682,108
9/30/30	$1,086,719	$436,865	$57,434	$101,265	$0	$1,682,283
9/30/31	$1,087,069	$436,598	$58,583	$99,160	$0	$1,681,409
9/30/32	$1,087,361	$436,985	$59,755	$96,955	$0	$1,681,056
9/30/33	$1,087,783	$437,970	$60,950	$94,630	$0	$1,681,332
9/30/34	$1,088,281	$438,495	$62,169	$92,175	$0	$1,681,120
9/30/35	$1,089,806	$439,560	$63,412	$89,585	$0	$1,682,363
9/30/36	$1,090,255	$440,108	$64,680	$86,845	$0	$1,681,888
9/30/37	$1,090,628	$441,138	$65,974	$83,955	$0	$1,681,694
9/30/38	$1,091,873	$441,593	$67,293	$80,905	$0	$1,681,663
9/30/39	$1,092,888	$442,473	$68,639	$77,685	$0	$1,681,684
9/30/40	$1,093,621	$443,720	$70,012	$74,285	$0	$1,681,638
9/30/41	$1,095,023	$444,278	$71,412	$70,695	$0	$1,681,407
9/30/42	$1,095,989	$445,145	$72,841	$66,905	$0	$1,680,879
9/30/43	$1,097,469	$447,265	$74,297	$62,905	$0	$1,681,936
9/30/44	$1,099,360	$448,523	$75,783	$58,675	$0	$1,682,341
9/30/45	$1,101,160	$448,918	$77,299	$54,205	$0	$1,681,581
9/30/46	$1,102,925	$450,450	$78,845	$49,475	$0	$1,681,695
9/30/47	$1,104,545	$453,005	$80,422	$44,465	$0	$1,682,437
9/30/48	$1,106,910	$453,468	$82,030	$39,155	$0	$1,681,563
9/30/49	$1,109,855	$454,895	$83,671	$33,535	$0	$1,681,956
9/30/50	$1,112,215	$457,173	$85,344	$27,580	$0	$1,682,312
9/30/51	$1,114,880	$458,185	$87,051	$21,270	$0	$1,681,386
9/30/52	$1,117,685	$459,933	$88,792	$14,590	$0	$1,681,000
9/30/53	$1,121,465	$465,300	$90,568	$7,515	$0	$1,684,848
Total	**$32,888,804**	**$13,395,532**	**$2,068,972**	**$2,111,830**	**($1,092,123)**	**$49,373,016**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.

[2]Represents the principal and interest on the first series of the Phase #1 Bonds. Interest was calculated using an interest rate of 4.375% per annum for years 1 through 8 (2023-2030), 5.125% per annum for years 9 through 21 (2031-2043), and 5.50% per annum for years 22 through 30 (2044-2053). Interest on the Phase #1 Bonds for years 2023 and 2024 was funded with capitalized interest.

[2]Represents the principal and interest on the second series of the Phase #1 Bonds. Interest is calculated using an estimated interest rate of 6.25%.

[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 were funded with Bond proceeds. Administrative Expenses in year 2024 will be funded with Bond proceeds.

Appendix G-2
Revised Phase #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (70 Ft)**
Equivalent Units	**1.00**
Assessment	**$68,596.50**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest	Total Annual Installment
9/30/23	$0	$0	$0	$0	$0	$0
9/30/24	$3,380	$1,454	$158	$246	($3,380)	$1,859
9/30/25	$3,361	$1,436	$161	$246	$0	$5,204
9/30/26	$3,361	$1,344	$164	$337	$0	$5,206
9/30/27	$3,362	$1,345	$168	$331	$0	$5,206
9/30/28	$3,362	$1,347	$171	$326	$0	$5,206
9/30/29	$3,364	$1,349	$174	$320	$0	$5,207
9/30/30	$3,364	$1,352	$178	$313	$0	$5,207
9/30/31	$3,365	$1,351	$181	$307	$0	$5,204
9/30/32	$3,366	$1,353	$185	$300	$0	$5,203
9/30/33	$3,367	$1,356	$189	$293	$0	$5,204
9/30/34	$3,368	$1,357	$192	$285	$0	$5,203
9/30/35	$3,373	$1,361	$196	$277	$0	$5,207
9/30/36	$3,375	$1,362	$200	$269	$0	$5,206
9/30/37	$3,376	$1,365	$204	$260	$0	$5,205
9/30/38	$3,380	$1,367	$208	$250	$0	$5,205
9/30/39	$3,383	$1,370	$212	$240	$0	$5,205
9/30/40	$3,385	$1,373	$217	$230	$0	$5,205
9/30/41	$3,389	$1,375	$221	$219	$0	$5,204
9/30/42	$3,392	$1,378	$225	$207	$0	$5,203
9/30/43	$3,397	$1,384	$230	$195	$0	$5,206
9/30/44	$3,403	$1,388	$235	$182	$0	$5,207
9/30/45	$3,408	$1,390	$239	$168	$0	$5,205
9/30/46	$3,414	$1,394	$244	$153	$0	$5,205
9/30/47	$3,419	$1,402	$249	$138	$0	$5,208
9/30/48	$3,426	$1,404	$254	$121	$0	$5,205
9/30/49	$3,435	$1,408	$259	$104	$0	$5,206
9/30/50	$3,443	$1,415	$264	$85	$0	$5,207
9/30/51	$3,451	$1,418	$269	$66	$0	$5,204
9/30/52	$3,459	$1,424	$275	$45	$0	$5,203
9/30/53	$3,471	$1,440	$280	$23	$0	$5,215
Total	**$98,327**	**$40,022**	**$6,124**	**$6,513**	**($3,380)**	**$147,606**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.

[2]Represents the principal and interest on the first series of the Phase #1 Bonds. Interest was calculated using an interest rate of 4.375% per annum for years 1 through 8 (2023-2030), 5.125% per annum for years 9 through 21 (2031-2043), and 5.50% per annum for years 22 through 30 (2044-2053). Interest on the Phase #1 Bonds for years 2023 and 2024 was funded with capitalized interest.

[2]Represents the principal and interest on the second series of the Phase #1 Bonds. Interest is calculated using an estimated interest rate of 5.75%.

[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 were funded with Bond proceeds. Administrative Expenses in year 2024 will be funded with Bond proceeds.

Appendix G-3
Revised Phase #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Equivalent Units	**0.84**
Assessment	**$57,593.56**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest	Total Annual Installment
9/30/23	$0	$0	$0	$0	$0	$0
9/30/24	$2,838	$1,221	$133	$207	($2,838)	$1,560
9/30/25	$2,822	$1,206	$135	$207	$0	$4,369
9/30/26	$2,822	$1,129	$138	$283	$0	$4,371
9/30/27	$2,823	$1,129	$141	$278	$0	$4,371
9/30/28	$2,823	$1,131	$143	$273	$0	$4,371
9/30/29	$2,824	$1,132	$146	$268	$0	$4,371
9/30/30	$2,824	$1,135	$149	$263	$0	$4,372
9/30/31	$2,825	$1,135	$152	$258	$0	$4,370
9/30/32	$2,826	$1,136	$155	$252	$0	$4,369
9/30/33	$2,827	$1,138	$158	$246	$0	$4,369
9/30/34	$2,828	$1,140	$162	$240	$0	$4,369
9/30/35	$2,832	$1,142	$165	$233	$0	$4,372
9/30/36	$2,833	$1,144	$168	$226	$0	$4,371
9/30/37	$2,834	$1,146	$171	$218	$0	$4,370
9/30/38	$2,838	$1,148	$175	$210	$0	$4,370
9/30/39	$2,840	$1,150	$178	$202	$0	$4,370
9/30/40	$2,842	$1,153	$182	$193	$0	$4,370
9/30/41	$2,846	$1,155	$186	$184	$0	$4,370
9/30/42	$2,848	$1,157	$189	$174	$0	$4,368
9/30/43	$2,852	$1,162	$193	$163	$0	$4,371
9/30/44	$2,857	$1,166	$197	$152	$0	$4,372
9/30/45	$2,862	$1,167	$201	$141	$0	$4,370
9/30/46	$2,866	$1,171	$205	$129	$0	$4,370
9/30/47	$2,870	$1,177	$209	$116	$0	$4,372
9/30/48	$2,877	$1,178	$213	$102	$0	$4,370
9/30/49	$2,884	$1,182	$217	$87	$0	$4,371
9/30/50	$2,890	$1,188	$222	$72	$0	$4,372
9/30/51	$2,897	$1,191	$226	$55	$0	$4,370
9/30/52	$2,905	$1,195	$231	$38	$0	$4,369
9/30/53	$2,914	$1,209	$235	$20	$0	$4,379
Total	**$82,555**	**$33,602**	**$5,141**	**$5,469**	**($2,838)**	**$123,930**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.

[2]Represents the principal and interest on the first series of the Phase #1 Bonds. Interest was calculated using an interest rate of 4.375% per annum for years 1 through 8 (2023-2030), 5.125% per annum for years 9 through 21 (2031-2043), and 5.50% per annum for years 22 through 30 (2044-2053). Interest on the Phase #1 Bonds for years 2023 and 2024 was funded with capitalized interest.

[2]Represents the principal and interest on the second series of the Phase #1 Bonds. Interest is calculated using an estimated interest rate of 5.75%.

[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 were funded with Bond proceeds. Administrative Expenses in year 2024 will be funded with Bond proceeds.

Appendix G-4
Revised Phase #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Equivalent Units	**0.79**
Assessment	**$54,413.02**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest	Total Annual Installment
9/30/23	$0	$0	$0	$0	$0	$0
9/30/24	$2,681	$1,154	$125	$195	($2,681)	$1,474
9/30/25	$2,666	$1,139	$128	$195	$0	$4,128
9/30/26	$2,666	$1,066	$130	$267	$0	$4,129
9/30/27	$2,667	$1,067	$133	$263	$0	$4,129
9/30/28	$2,667	$1,069	$136	$258	$0	$4,130
9/30/29	$2,668	$1,070	$138	$254	$0	$4,130
9/30/30	$2,668	$1,073	$141	$249	$0	$4,130
9/30/31	$2,669	$1,072	$144	$243	$0	$4,128
9/30/32	$2,670	$1,073	$147	$238	$0	$4,127
9/30/33	$2,671	$1,075	$150	$232	$0	$4,128
9/30/34	$2,672	$1,077	$153	$226	$0	$4,128
9/30/35	$2,676	$1,079	$156	$220	$0	$4,131
9/30/36	$2,677	$1,081	$159	$213	$0	$4,129
9/30/37	$2,678	$1,083	$162	$206	$0	$4,129
9/30/38	$2,681	$1,084	$165	$199	$0	$4,129
9/30/39	$2,683	$1,086	$169	$191	$0	$4,129
9/30/40	$2,685	$1,089	$172	$182	$0	$4,129
9/30/41	$2,689	$1,091	$175	$174	$0	$4,128
9/30/42	$2,691	$1,093	$179	$164	$0	$4,127
9/30/43	$2,695	$1,098	$182	$154	$0	$4,130
9/30/44	$2,699	$1,101	$186	$144	$0	$4,131
9/30/45	$2,704	$1,102	$190	$133	$0	$4,129
9/30/46	$2,708	$1,106	$194	$121	$0	$4,129
9/30/47	$2,712	$1,112	$197	$109	$0	$4,131
9/30/48	$2,718	$1,113	$201	$96	$0	$4,129
9/30/49	$2,725	$1,117	$205	$82	$0	$4,130
9/30/50	$2,731	$1,122	$210	$68	$0	$4,130
9/30/51	$2,737	$1,125	$214	$52	$0	$4,128
9/30/52	$2,744	$1,129	$218	$36	$0	$4,127
9/30/53	$2,753	$1,142	$222	$18	$0	$4,137
Total	**$77,996**	**$31,747**	**$4,857**	**$5,167**	**($2,681)**	**$117,086**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.
[2]Represents the principal and interest on the first series of the Phase #1 Bonds. Interest was calculated using an interest rate of 4.375% per annum for years 1 through 8 (2023-2030), 5.125% per annum for years 9 through 21 (2031-2043), and 5.50% per annum for years 22 through 30 (2044-2053). Interest on the Phase #1 Bonds for years 2023 and 2024 was funded with capitalized interest.
[2]Represents the principal and interest on the second series of the Phase #1 Bonds. Interest is calculated using an estimated interest rate of 5.75%.
[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 were funded with Bond proceeds. Administrative Expenses in year 2024 will be funded with Bond proceeds.

Appendix G-5
Revised Phase #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 4 (40 Ft)**
Equivalent Units	**0.59**
Assessment	**$40,229.53**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest	Total Annual Installment
9/30/23	$0	$0	$0	$0	$0	$0
9/30/24	$1,982	$853	$93	$145	($1,982)	$1,090
9/30/25	$1,971	$842	$94	$145	$0	$3,052
9/30/26	$1,971	$788	$96	$197	$0	$3,053
9/30/27	$1,972	$789	$98	$194	$0	$3,053
9/30/28	$1,972	$790	$100	$191	$0	$3,053
9/30/29	$1,973	$791	$102	$187	$0	$3,053
9/30/30	$1,973	$793	$104	$184	$0	$3,054
9/30/31	$1,973	$793	$106	$180	$0	$3,052
9/30/32	$1,974	$793	$108	$176	$0	$3,052
9/30/33	$1,975	$795	$111	$172	$0	$3,052
9/30/34	$1,976	$796	$113	$167	$0	$3,052
9/30/35	$1,978	$798	$115	$163	$0	$3,054
9/30/36	$1,979	$799	$117	$158	$0	$3,053
9/30/37	$1,980	$801	$120	$152	$0	$3,053
9/30/38	$1,982	$802	$122	$147	$0	$3,053
9/30/39	$1,984	$803	$125	$141	$0	$3,053
9/30/40	$1,985	$805	$127	$135	$0	$3,053
9/30/41	$1,988	$806	$130	$128	$0	$3,052
9/30/42	$1,989	$808	$132	$121	$0	$3,051
9/30/43	$1,992	$812	$135	$114	$0	$3,053
9/30/44	$1,996	$814	$138	$107	$0	$3,054
9/30/45	$1,999	$815	$140	$98	$0	$3,052
9/30/46	$2,002	$818	$143	$90	$0	$3,053
9/30/47	$2,005	$822	$146	$81	$0	$3,054
9/30/48	$2,009	$823	$149	$71	$0	$3,052
9/30/49	$2,015	$826	$152	$61	$0	$3,053
9/30/50	$2,019	$830	$155	$50	$0	$3,054
9/30/51	$2,024	$832	$158	$39	$0	$3,052
9/30/52	$2,029	$835	$161	$26	$0	$3,051
9/30/53	$2,036	$845	$164	$14	$0	$3,058
Total	**$57,666**	**$23,472**	**$3,591**	**$3,820**	**($1,982)**	**$86,566**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.
[2]Represents the principal and interest on the first series of the Phase #1 Bonds. Interest was calculated using an interest rate of 4.375% per annum for years 1 through 8 (2023-2030), 5.125% per annum for years 9 through 21 (2031-2043), and 5.50% per annum for years 22 through 30 (2044-2053). Interest on the Phase #1 Bonds for years 2023 and 2024 was funded with capitalized interest.
[2]Represents the principal and interest on the second series of the Phase #1 Bonds. Interest is calculated using an estimated interest rate of 5.75%.
[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 were funded with Bond proceeds. Administrative Expenses in year 2024 will be funded with Bond proceeds.

Appendix G-6
Revised Phase #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 5 (Townhomes)**
Equivalent Units	**0.47**
Assessment	**$32,149.24**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest	Total Annual Installment
9/30/23	$0	$0	$0	$0	$0	$0
9/30/24	$1,584	$682	$74	$115	($1,584)	$871
9/30/25	$1,575	$673	$75	$115	$0	$2,439
9/30/26	$1,575	$630	$77	$158	$0	$2,440
9/30/27	$1,576	$630	$79	$155	$0	$2,440
9/30/28	$1,576	$631	$80	$153	$0	$2,440
9/30/29	$1,577	$632	$82	$150	$0	$2,440
9/30/30	$1,576	$634	$83	$147	$0	$2,440
9/30/31	$1,577	$633	$85	$144	$0	$2,439
9/30/32	$1,577	$634	$87	$141	$0	$2,439
9/30/33	$1,578	$635	$88	$137	$0	$2,439
9/30/34	$1,579	$636	$90	$134	$0	$2,439
9/30/35	$1,581	$638	$92	$130	$0	$2,441
9/30/36	$1,582	$638	$94	$126	$0	$2,440
9/30/37	$1,582	$640	$96	$122	$0	$2,440
9/30/38	$1,584	$641	$98	$117	$0	$2,439
9/30/39	$1,585	$642	$100	$113	$0	$2,440
9/30/40	$1,586	$644	$102	$108	$0	$2,439
9/30/41	$1,588	$644	$104	$103	$0	$2,439
9/30/42	$1,590	$646	$106	$97	$0	$2,438
9/30/43	$1,592	$649	$108	$91	$0	$2,440
9/30/44	$1,595	$651	$110	$85	$0	$2,440
9/30/45	$1,597	$651	$112	$79	$0	$2,439
9/30/46	$1,600	$653	$114	$72	$0	$2,440
9/30/47	$1,602	$657	$117	$65	$0	$2,441
9/30/48	$1,606	$658	$119	$57	$0	$2,439
9/30/49	$1,610	$660	$121	$49	$0	$2,440
9/30/50	$1,613	$663	$124	$40	$0	$2,440
9/30/51	$1,617	$665	$126	$31	$0	$2,439
9/30/52	$1,621	$667	$129	$21	$0	$2,439
9/30/53	$1,627	$675	$131	$11	$0	$2,444
Total	**$46,083**	**$18,757**	**$2,870**	**$3,053**	**($1,584)**	**$69,179**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.
[2]Represents the principal and interest on the first series of the Phase #1 Bonds. Interest was calculated using an interest rate of 4.375% per annum for years 1 through 8 (2023-2030), 5.125% per annum for years 9 through 21 (2031-2043), and 5.50% per annum for years 22 through 30 (2044-2053). Interest on the Phase #1 Bonds for years 2023 and 2024 was funded with capitalized interest.
[2]Represents the principal and interest on the second series of the Phase #1 Bonds. Interest is calculated using an estimated interest rate of 5.75%.
[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 were funded with Bond proceeds. Administrative Expenses in year 2024 will be funded with Bond proceeds.

Appendix G-7
Assessment Roll Summary - Phase #1

Parcel	Lot Type	Total Equivalent Units	Total Outstanding Assessment
1026797	3	0.75	$54,413.02
1026798	3	0.75	$54,413.02
1026799	3	0.75	$54,413.02
1026800	3	0.75	$54,413.02
1026801	3	0.75	$54,413.02
1026802	3	0.75	$54,413.02
1026803	3	0.75	$54,413.02
1026804	3	0.75	$54,413.02
1026805	3	0.75	$54,413.02
1026806	3	0.75	$54,413.02
1026807	3	0.75	$54,413.02
1026808	3	0.75	$54,413.02
1026809	3	0.75	$54,413.02
1026810	3	0.75	$54,413.02
1026811	3	0.75	$54,413.02
1026812	3	0.75	$54,413.02
1026813	3	0.75	$54,413.02
1026814	3	0.75	$54,413.02
1026815	3	0.75	$54,413.02
1026816	3	0.75	$54,413.02
1026817	3	0.75	$54,413.02
1026818	3	0.75	$54,413.02
1026819	3	0.75	$54,413.02
1026820	3	0.75	$54,413.02
1026821	3	0.75	$54,413.02
1026822	3	0.75	$54,413.02
1026823	3	0.75	$54,413.02
1026824	3	0.75	$54,413.02
1026825	3	0.75	$54,413.02
1026826	3	0.75	$54,413.02
1026827	3	0.75	$54,413.02
1026828	3	0.75	$54,413.02
1026829	3	0.75	$54,413.02
1026830	3	0.75	$54,413.02
1026831	3	0.75	$54,413.02
1026832	3	0.75	$54,413.02
1026833	3	0.75	$54,413.02
1026834	3	0.75	$54,413.02
1026835	3	0.75	$54,413.02
1026836	3	0.75	$54,413.02
1026837	3	0.75	$54,413.02
1026838	3	0.75	$54,413.02
1026839	3	0.75	$54,413.02
1026840	3	0.75	$54,413.02
1026841	3	0.75	$54,413.02
1026842	3	0.75	$54,413.02
1026843	3	0.75	$54,413.02
1026844	3	0.75	$54,413.02
1026845	2	0.88	$57,593.56
1026846	2	0.88	$57,593.56
1026847	2	0.88	$57,593.56
1026848	2	0.88	$57,593.56
1026849	2	0.88	$57,593.56
1026850	2	0.88	$57,593.56
1026851	2	0.88	$57,593.56
1026852	2	0.88	$57,593.56
1026853	2	0.88	$57,593.56
1026854	2	0.88	$57,593.56
1026855	2	0.88	$57,593.56
1026856	2	0.88	$57,593.56
1026857	2	0.88	$57,593.56
1026858	2	0.88	$57,593.56
1026859	2	0.88	$57,593.56
1026860	2	0.88	$57,593.56
1026861	2	0.88	$57,593.56
1026862	2	0.88	$57,593.56
1026863	2	0.88	$57,593.56
1026864	2	0.88	$57,593.56
1026865	2	0.88	$57,593.56
1026866	2	0.88	$57,593.56
1026867	2	0.88	$57,593.56
1026868	2	0.88	$57,593.56
1026869	2	0.88	$57,593.56
1026870	3	0.75	$54,413.02
1026871	3	0.75	$54,413.02
1026872	3	0.75	$54,413.02

Parcel	Lot Type	Total Equivalent Units	Total Outstanding Assessment
1026873	3	0.75	$54,413.02
1026874	3	0.75	$54,413.02
1026875	3	0.75	$54,413.02
1026876	3	0.75	$54,413.02
1026877	3	0.75	$54,413.02
1026878	3	0.75	$54,413.02
1026879	3	0.75	$54,413.02
1026880	3	0.75	$54,413.02
1026881	4	0.60	$40,229.53
1026882	4	0.60	$40,229.53
1026883	4	0.60	$40,229.53
1026884	4	0.60	$40,229.53
1026885	4	0.60	$40,229.53
1026886	4	0.60	$40,229.53
1026887	4	0.60	$40,229.53
1026888	4	0.60	$40,229.53
1026889	4	0.60	$40,229.53
1026890	4	0.60	$40,229.53
1026891	4	0.60	$40,229.53
1026892	4	0.60	$40,229.53
1026893	4	0.60	$40,229.53
1026894	4	0.60	$40,229.53
1026895	4	0.60	$40,229.53
1026896	4	0.60	$40,229.53
1026897	4	0.60	$40,229.53
1026898	4	0.60	$40,229.53
1026899	4	0.60	$40,229.53
1026900	4	0.60	$40,229.53
1026901	4	0.60	$40,229.53
1026902	4	0.60	$40,229.53
1026903	2	0.88	$57,593.56
1026904	2	0.88	$57,593.56
1026905	2	0.88	$57,593.56
1026906	2	0.88	$57,593.56
1026907	2	0.88	$57,593.56
1026908	2	0.88	$57,593.56
1026909	2	0.88	$57,593.56
1026910	2	0.88	$57,593.56
1026911	2	0.88	$57,593.56
1026912	2	0.88	$57,593.56
1026913	1	1.00	$68,596.50
1026914	1	1.00	$68,596.50
1026915	1	1.00	$68,596.50
1026916	1	1.00	$68,596.50
1026917	1	1.00	$68,596.50
1026918	1	1.00	$68,596.50
1026919	1	1.00	$68,596.50
1026920	1	1.00	$68,596.50
1026921	1	1.00	$68,596.50
1026922	1	1.00	$68,596.50
1026923	4	0.60	$40,229.53
1026924	4	0.60	$40,229.53
1026925	4	0.60	$40,229.53
1026926	4	0.60	$40,229.53
1026927	4	0.60	$40,229.53
1026928	4	0.60	$40,229.53
1026929	4	0.60	$40,229.53
1026930	4	0.60	$40,229.53
1026931	4	0.60	$40,229.53
1026932	4	0.60	$40,229.53
1026933	3	0.75	$54,413.02
1026934	3	0.75	$54,413.02
1026935	3	0.75	$54,413.02
1026936	3	0.75	$54,413.02
1026937	3	0.75	$54,413.02
1026938	3	0.75	$54,413.02
1026939	3	0.75	$54,413.02
1026940	3	0.75	$54,413.02
1026941	3	0.75	$54,413.02
1026942	3	0.75	$54,413.02
1026943	3	0.75	$54,413.02
1026944	3	0.75	$54,413.02
1026945	3	0.75	$54,413.02
1026946	3	0.75	$54,413.02
1026947	3	0.75	$54,413.02
1026948	3	0.75	$54,413.02
1026949	3	0.75	$54,413.02
1026950	3	0.75	$54,413.02
1026951	4	0.60	$40,229.53

Parcel	Lot Type	Total Equivalent Units	Total Outstanding Assessment
1026952	4	0.60	$40,229.53
1026953	4	0.60	$40,229.53
1026954	4	0.60	$40,229.53
1026955	4	0.60	$40,229.53
1026956	4	0.60	$40,229.53
1026957	4	0.60	$40,229.53
1026958	4	0.60	$40,229.53
1026959	4	0.60	$40,229.53
1026960	4	0.60	$40,229.53
1026961	4	0.60	$40,229.53
1026962	4	0.60	$40,229.53
1026963	4	0.60	$40,229.53
1026964	4	0.60	$40,229.53
1026965	4	0.60	$40,229.53
1026966	4	0.60	$40,229.53
1026967	3	0.75	$54,413.02
1026968	3	0.75	$54,413.02
1026969	3	0.75	$54,413.02
1026970	3	0.75	$54,413.02
1026971	3	0.75	$54,413.02
1026972	3	0.75	$54,413.02
1026973	3	0.75	$54,413.02
1026974	3	0.75	$54,413.02
1026975	3	0.75	$54,413.02
1026976	3	0.75	$54,413.02
1026977	3	0.75	$54,413.02
1026978	3	0.75	$54,413.02
1026979	3	0.75	$54,413.02
1026980	3	0.75	$54,413.02
1026981	3	0.75	$54,413.02
1026982	3	0.75	$54,413.02
1026983	4	0.60	$40,229.53
1026984	4	0.60	$40,229.53
1026985	4	0.60	$40,229.53
1026986	4	0.60	$40,229.53
1026987	4	0.60	$40,229.53
1026988	4	0.60	$40,229.53
1026989	4	0.60	$40,229.53
1026990	4	0.60	$40,229.53
1026991	4	0.60	$40,229.53
1026992	4	0.60	$40,229.53
1026993	4	0.60	$40,229.53
1026994	4	0.60	$40,229.53
1026995	4	0.60	$40,229.53
1026996	4	0.60	$40,229.53
1026997	4	0.60	$40,229.53
1026998	4	0.60	$40,229.53
1026999	4	0.60	$40,229.53
1027000	4	0.60	$40,229.53
1027001	4	0.60	$40,229.53
1027002	4	0.60	$40,229.53
1027003	4	0.60	$40,229.53
1027004	4	0.60	$40,229.53
1027005	4	0.60	$40,229.53
1027006	4	0.60	$40,229.53
1027007	4	0.60	$40,229.53
1027008	4	0.60	$40,229.53
1027009	4	0.60	$40,229.53
1027010	4	0.60	$40,229.53
1027011	4	0.60	$40,229.53
1027012	4	0.60	$40,229.53
1027013	4	0.60	$40,229.53
1027014	4	0.60	$40,229.53
1027015	4	0.60	$40,229.53
1027016	4	0.60	$40,229.53
1027017	4	0.60	$40,229.53
1027018	4	0.60	$40,229.53
1027019	4	0.60	$40,229.53
1027020	4	0.60	$40,229.53
1027021	3	0.75	$54,413.02
1027022	3	0.75	$54,413.02
1027023	3	0.75	$54,413.02
1027024	3	0.75	$54,413.02
1027025	Common Area	0.00	$0.00
1027026	Common Area	0.00	$0.00
1027027	Common Area	0.00	$0.00
1027028	Common Area	0.00	$0.00
1027029	Common Area	0.00	$0.00
1027030	Common Area	0.00	$0.00

Parcel	Lot Type	Total Equivalent Units	Total Outstanding Assessment
1027031	Common Area	0.00	$0.00
1027032	Common Area	0.00	$0.00
1027033	Common Area	0.00	$0.00
1027034	Common Area	0.00	$0.00
1027035	Common Area	0.00	$0.00
1027036	Common Area	0.00	$0.00
1027037	Common Area	0.00	$0.00
1027038	Common Area	0.00	$0.00
1026717	2	0.88	$57,593.56
1026718	2	0.88	$57,593.56
1026719	2	0.88	$57,593.56
1026720	2	0.88	$57,593.56
1026721	2	0.88	$57,593.56
1026722	2	0.88	$57,593.56
1026723	2	0.88	$57,593.56
1026724	2	0.88	$57,593.56
1026725	2	0.88	$57,593.56
1026726	2	0.88	$57,593.56
1026727	2	0.88	$57,593.56
1026728	2	0.88	$57,593.56
1026729	2	0.88	$57,593.56
1026730	2	0.88	$57,593.56
1026731	2	0.88	$57,593.56
1026732	2	0.88	$57,593.56
1026733	2	0.88	$57,593.56
1026734	2	0.88	$57,593.56
1026735	2	0.88	$57,593.56
1026736	2	0.88	$57,593.56
1026737	2	0.88	$57,593.56
1026738	2	0.88	$57,593.56
1026739	2	0.88	$57,593.56
1026740	2	0.88	$57,593.56
1026741	2	0.88	$57,593.56
1026742	2	0.88	$57,593.56
1026743	2	0.88	$57,593.56
1026744	2	0.88	$57,593.56
1026745	2	0.88	$57,593.56
1026746	2	0.88	$57,593.56
1026747	2	0.88	$57,593.56
1026748	2	0.88	$57,593.56
1026749	2	0.88	$57,593.56
1026750	1	1.00	$68,596.50
1026751	1	1.00	$68,596.50
1026752	1	1.00	$68,596.50
1026753	1	1.00	$68,596.50
1026754	1	1.00	$68,596.50
1026755	1	1.00	$68,596.50
1026756	1	1.00	$68,596.50
1026757	1	1.00	$68,596.50
1026758	1	1.00	$68,596.50
1026759	1	1.00	$68,596.50
1026760	1	1.00	$68,596.50
1026761	1	1.00	$68,596.50
1026762	1	1.00	$68,596.50
1026763	1	1.00	$68,596.50
1026764	1	1.00	$68,596.50
1026765	1	1.00	$68,596.50
1026766	2	0.88	$57,593.56
1026767	2	0.88	$57,593.56
1026768	1	1.00	$68,596.50
1026769	1	1.00	$68,596.50
1026770	1	1.00	$68,596.50
1026771	1	1.00	$68,596.50
1026772	1	1.00	$68,596.50
1026773	1	1.00	$68,596.50
1026774	1	1.00	$68,596.50
1026775	1	1.00	$68,596.50
1026776	2	0.88	$57,593.56
1026777	2	0.88	$57,593.56
1026778	2	0.88	$57,593.56
1026779	2	0.88	$57,593.56
1026780	2	0.88	$57,593.56
1026781	2	0.88	$57,593.56
1026782	2	0.88	$57,593.56
1026783	2	0.88	$57,593.56
1026784	2	0.88	$57,593.56
1026785	2	0.88	$57,593.56
1026786	1	1.00	$68,596.50
1026787	1	1.00	$68,596.50

Parcel	Lot Type	Total Equivalent Units	Total Outstanding Assessment
1026788	1	1.00	$68,596.50
1026789	1	1.00	$68,596.50
1026790	1	1.00	$68,596.50
1026791	1	1.00	$68,596.50
1034038	5	0.45	$32,149.24
1034039	5	0.45	$32,149.24
1034040	5	0.45	$32,149.24
1034041	5	0.45	$32,149.24
1034042	5	0.45	$32,149.24
1034043	5	0.45	$32,149.24
1034044	5	0.45	$32,149.24
1034045	5	0.45	$32,149.24
1034046	5	0.45	$32,149.24
1034047	5	0.45	$32,149.24
1034048	5	0.45	$32,149.24
1034049	5	0.45	$32,149.24
1034050	5	0.45	$32,149.24
1034051	5	0.45	$32,149.24
1034052	5	0.45	$32,149.24
1034053	5	0.45	$32,149.24
1034054	5	0.45	$32,149.24
1034055	5	0.45	$32,149.24
1034056	5	0.45	$32,149.24
1034057	5	0.45	$32,149.24
1034058	5	0.45	$32,149.24
1034059	5	0.45	$32,149.24
1034060	5	0.45	$32,149.24
1034061	5	0.45	$32,149.24
1034062	5	0.45	$32,149.24
1034063	5	0.45	$32,149.24
1034064	5	0.45	$32,149.24
1034065	5	0.45	$32,149.24
1034066	5	0.45	$32,149.24
1034067	5	0.45	$32,149.24
1034068	5	0.45	$32,149.24
1034069	5	0.45	$32,149.24
1034070	5	0.45	$32,149.24
1034071	5	0.45	$32,149.24
1034072	5	0.45	$32,149.24
1034073	5	0.45	$32,149.24
1034074	5	0.45	$32,149.24
1034075	5	0.45	$32,149.24
1034076	5	0.45	$32,149.24
1034077	5	0.45	$32,149.24
1034078	5	0.45	$32,149.24
1034079	5	0.45	$32,149.24
1034080	5	0.45	$32,149.24
1034081	5	0.45	$32,149.24
1034082	5	0.45	$32,149.24
1034083	5	0.45	$32,149.24
1034084	5	0.45	$32,149.24
1034085	5	0.45	$32,149.24
1034086	5	0.45	$32,149.24
1034087	5	0.45	$32,149.24
1034088	2	0.88	$57,593.56
1034089	2	0.88	$57,593.56
1034090	2	0.88	$57,593.56
1034091	2	0.88	$57,593.56
1034092	2	0.88	$57,593.56
1034093	2	0.88	$57,593.56
1034094	2	0.88	$57,593.56
1034095	2	0.88	$57,593.56
1034096	2	0.88	$57,593.56
1034097	2	0.88	$57,593.56
1034098	2	0.88	$57,593.56
1034099	2	0.88	$57,593.56
1034100	2	0.88	$57,593.56
1034101	2	0.88	$57,593.56
1034102	2	0.88	$57,593.56
1034103	2	0.88	$57,593.56
1034104	2	0.88	$57,593.56
1034105	2	0.88	$57,593.56
1034106	2	0.88	$57,593.56
1034107	2	0.88	$57,593.56
1034108	2	0.88	$57,593.56
1034109	2	0.88	$57,593.56
1034110	2	0.88	$57,593.56
1034111	2	0.88	$57,593.56
1034112	2	0.88	$57,593.56

Parcel	Lot Type	Total Equivalent Units	Total Outstanding Assessment
1034113	2	0.88	$57,593.56
1034114	2	0.88	$57,593.56
1034115	2	0.88	$57,593.56
1034116	2	0.88	$57,593.56
1034117	1	1.00	$68,596.50
1034118	1	1.00	$68,596.50
1034119	1	1.00	$68,596.50
1034120	1	1.00	$68,596.50
1034121	1	1.00	$68,596.50
1034122	1	1.00	$68,596.50
1034123	1	1.00	$68,596.50
1034124	1	1.00	$68,596.50
1034125	1	1.00	$68,596.50
1034126	1	1.00	$68,596.50
1034127	1	1.00	$68,596.50
1034128	1	1.00	$68,596.50
1034129	5	0.45	$32,149.24
1034130	5	0.45	$32,149.24
1034131	5	0.45	$32,149.24
1034132	5	0.45	$32,149.24
1034133	5	0.45	$32,149.24
1034134	5	0.45	$32,149.24
1034135	5	0.45	$32,149.24
1034136	5	0.45	$32,149.24
1034137	5	0.45	$32,149.24
1034138	5	0.45	$32,149.24
1034139	Common Area	0.00	$0.00
1034142	5	0.45	$32,149.24
1034143	5	0.45	$32,149.24
1034144	5	0.45	$32,149.24
1034145	5	0.45	$32,149.24
1034146	5	0.45	$32,149.24
1034147	5	0.45	$32,149.24
1034148	5	0.45	$32,149.24
1034149	5	0.45	$32,149.24
1034150	3	0.75	$54,413.02
1034151	3	0.75	$54,413.02
1034152	3	0.75	$54,413.02
1034153	3	0.75	$54,413.02
1034154	3	0.75	$54,413.02
1034155	3	0.75	$54,413.02
1034156	3	0.75	$54,413.02
1034157	3	0.75	$54,413.02
1034158	3	0.75	$54,413.02
1034160	1	1.00	$68,596.50
1034161	1	1.00	$68,596.50
1034162	1	1.00	$68,596.50
1034163	1	1.00	$68,596.50
1034164	1	1.00	$68,596.50
1034165	1	1.00	$68,596.50
1034166	1	1.00	$68,596.50
1034167	1	1.00	$68,596.50

Parcel	Lot Type	Total Equivalent Units	Total Outstanding Assessment
1034168	1	1.00	$68,596.50
1034169	1	1.00	$68,596.50
1034170	3	0.75	$54,413.02
1034171	3	0.75	$54,413.02
1034172	3	0.75	$54,413.02
1034173	3	0.75	$54,413.02
1034174	Common Area	0.00	$0.00
1034175	Common Area	0.00	$0.00
1034176	Common Area	0.00	$0.00
1034177	Common Area	0.00	$0.00
Total		**322.12**	**$22,162,000**

APPENDIX H
PROPOSED IMPROVEMENT AREA #2 ASSESSMENT ROLL

Appendix H-1
Proposed Improvement Area #2 Assessment Roll

Parcel	**983682, 983690, 983685, and part of 983680**
Equivalent Units	**467.94**
Assessment	**$47,690,847**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/30/25	$1,412,533	$0	$0	$0	($1,412,533)	$0
9/30/26	$2,553,322	$682,939	$61,200	$191,280	$0	$3,488,740
9/30/27	$2,554,670	$683,275	$62,424	$188,255	$0	$3,488,624
9/30/28	$2,555,873	$683,144	$63,672	$185,095	$0	$3,487,784
9/30/29	$2,557,889	$683,544	$64,946	$181,795	$0	$3,488,174
9/30/30	$2,559,633	$683,418	$66,245	$178,345	$0	$3,487,641
9/30/31	$2,562,063	$683,766	$67,570	$174,740	$0	$3,488,138
9/30/32	$2,564,284	$683,528	$68,921	$170,970	$0	$3,487,703
9/30/33	$2,566,892	$683,706	$70,300	$167,020	$0	$3,487,917
9/30/34	$2,568,797	$683,240	$71,706	$162,880	$0	$3,486,622
9/30/35	$2,571,956	$683,130	$73,140	$158,545	$0	$3,486,770
9/30/36	$2,574,597	$683,319	$74,602	$154,000	$0	$3,486,518
9/30/37	$2,577,739	$683,747	$76,095	$149,210	$0	$3,486,790
9/30/38	$2,581,229	$683,356	$77,616	$144,160	$0	$3,486,360
9/30/39	$2,583,914	$683,146	$79,169	$138,835	$0	$3,485,063
9/30/40	$2,587,692	$683,058	$80,752	$133,225	$0	$3,484,727
9/30/41	$2,592,359	$683,035	$82,367	$127,310	$0	$3,485,070
9/30/42	$2,596,711	$683,017	$84,014	$121,070	$0	$3,484,812
9/30/43	$2,601,595	$682,946	$85,695	$114,490	$0	$3,484,725
9/30/44	$2,605,807	$683,763	$87,409	$107,550	$0	$3,484,528
9/30/45	$2,611,194	$683,352	$89,157	$100,235	$0	$3,483,937
9/30/46	$2,617,415	$683,713	$90,940	$92,520	$0	$3,484,587
9/30/47	$2,622,972	$683,728	$92,759	$84,365	$0	$3,483,823
9/30/48	$2,629,653	$683,339	$94,614	$75,750	$0	$3,483,355
9/30/49	$2,636,140	$683,487	$96,506	$66,645	$0	$3,482,778
9/30/50	$2,644,168	$683,056	$98,436	$57,025	$0	$3,482,685
9/30/51	$2,651,349	$682,987	$100,405	$46,855	$0	$3,481,596
9/30/52	$2,660,324	$683,163	$102,413	$36,105	$0	$3,482,005
9/30/53	$2,668,665	$683,467	$104,461	$24,735	$0	$3,481,328
9/30/54	$2,679,051	$683,629	$106,551	$12,715	$0	$3,481,945
Total	**$76,750,475**	**$19,816,992**	**$2,374,085**	**$3,545,725**	**($1,412,533)**	**$101,074,744**

[1]The 9/30/XX dates represent the fiscal year end for the Improvement Area #2 Bonds and Improvement Area #2 Reimbursement Agreement Obligation.

[2]Represents the principal and interest on the first series of the Improvement Area #2 Bonds. Interest was calculated using an estimated interest rate of 4.24% for years 1-6 (2025-2030), 4.48% for years 7-10 (2030-2034), 5.10% for years 11-20 (2035-2044), 5.30% for years 21-25 (2045-2049), and 5.35% for years 26-30 (2026-2054). Interest on the Improvement Area #2 Bonds for year 2025 will be funded with capitalized interest.

[3]Represents the principal and interest on the Improvement Area #2 Reimbursement Agreement Obligation. Interest is calculated using an estimated interest rate of 5.85%. Interest on the Improvement Area #2 Reimbursement Agreement Obligation for year 2024 will be collected together with the first annual installment due by January 31, 2026.

[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 2025 are being funded with Bond proceeds.

[5]Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #2 Bonds.

Appendix H-2
Proposed Improvement Area #2 Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (70 Ft)**
Equivalent Units	**1.00**
Assessment	**$101,916.39**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/30/25	$3,019	$0	$0	$0	($3,019)	$0
9/30/26	$5,457	$1,459	$131	$409	$0	$7,456
9/30/27	$5,459	$1,460	$133	$402	$0	$7,455
9/30/28	$5,462	$1,460	$136	$396	$0	$7,453
9/30/29	$5,466	$1,461	$139	$388	$0	$7,454
9/30/30	$5,470	$1,460	$142	$381	$0	$7,453
9/30/31	$5,475	$1,461	$144	$373	$0	$7,454
9/30/32	$5,480	$1,461	$147	$365	$0	$7,453
9/30/33	$5,486	$1,461	$150	$357	$0	$7,454
9/30/34	$5,490	$1,460	$153	$348	$0	$7,451
9/30/35	$5,496	$1,460	$156	$339	$0	$7,451
9/30/36	$5,502	$1,460	$159	$329	$0	$7,451
9/30/37	$5,509	$1,461	$163	$319	$0	$7,451
9/30/38	$5,516	$1,460	$166	$308	$0	$7,450
9/30/39	$5,522	$1,460	$169	$297	$0	$7,448
9/30/40	$5,530	$1,460	$173	$285	$0	$7,447
9/30/41	$5,540	$1,460	$176	$272	$0	$7,448
9/30/42	$5,549	$1,460	$180	$259	$0	$7,447
9/30/43	$5,560	$1,459	$183	$245	$0	$7,447
9/30/44	$5,569	$1,461	$187	$230	$0	$7,447
9/30/45	$5,580	$1,460	$191	$214	$0	$7,445
9/30/46	$5,593	$1,461	$194	$198	$0	$7,447
9/30/47	$5,605	$1,461	$198	$180	$0	$7,445
9/30/48	$5,620	$1,460	$202	$162	$0	$7,444
9/30/49	$5,633	$1,461	$206	$142	$0	$7,443
9/30/50	$5,651	$1,460	$210	$122	$0	$7,443
9/30/51	$5,666	$1,460	$215	$100	$0	$7,440
9/30/52	$5,685	$1,460	$219	$77	$0	$7,441
9/30/53	$5,703	$1,461	$223	$53	$0	$7,440
9/30/54	$5,725	$1,461	$228	$27	$0	$7,441
Total	**$164,017**	**$42,349**	**$5,073**	**$7,577**	**($3,019)**	**$215,999**

[1]The 9/30/XX dates represent the fiscal year end for the Improvement Area #2 Bonds and Improvement Area #2 Reimbursement Agreement Obligation.

[2]Represents the principal and interest on the first series of the Improvement Area #2 Bonds. Interest was calculated using an estimated interest rate of 4.24% for years 1-6 (2025-2030), 4.48% for years 7-10 (2030-2034), 5.10% for years 11-20 (2035-2044), 5.30% for years 21-25 (2045-2049), and 5.35% for years 26-30 (2026-2054). Interest on the Improvement Area #2 Bonds for year 2025 will be funded with capitalized interest.

[3]Represents the principal and interest on the Improvement Area #2 Reimbursement Agreement Obligation. Interest is calculated using an estimated interest rate of 5.85%. Interest on the Improvement Area #2 Reimbursement Agreement Obligation for year 2024 will be collected together with the first annual installment due by January 31, 2026.

[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 2025 are being funded with Bond proceeds.

[5]Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #2 Bonds.

Appendix H-3
Proposed Improvement Area #2 Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (60 Ft)**
Equivalent Units	**0.88**
Assessment	**$89,408.47**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/30/25	$2,648	$0	$0	$0	($2,648)	$0
9/30/26	$4,787	$1,280	$115	$359	$0	$6,541
9/30/27	$4,789	$1,281	$117	$353	$0	$6,540
9/30/28	$4,792	$1,281	$119	$347	$0	$6,539
9/30/29	$4,795	$1,281	$122	$341	$0	$6,539
9/30/30	$4,799	$1,281	$124	$334	$0	$6,538
9/30/31	$4,803	$1,282	$127	$328	$0	$6,539
9/30/32	$4,807	$1,281	$129	$321	$0	$6,539
9/30/33	$4,812	$1,282	$132	$313	$0	$6,539
9/30/34	$4,816	$1,281	$134	$305	$0	$6,537
9/30/35	$4,822	$1,281	$137	$297	$0	$6,537
9/30/36	$4,827	$1,281	$140	$289	$0	$6,536
9/30/37	$4,833	$1,282	$143	$280	$0	$6,537
9/30/38	$4,839	$1,281	$146	$270	$0	$6,536
9/30/39	$4,844	$1,281	$148	$260	$0	$6,534
9/30/40	$4,851	$1,281	$151	$250	$0	$6,533
9/30/41	$4,860	$1,281	$154	$239	$0	$6,534
9/30/42	$4,868	$1,280	$158	$227	$0	$6,533
9/30/43	$4,877	$1,280	$161	$215	$0	$6,533
9/30/44	$4,885	$1,282	$164	$202	$0	$6,533
9/30/45	$4,895	$1,281	$167	$188	$0	$6,532
9/30/46	$4,907	$1,282	$170	$173	$0	$6,533
9/30/47	$4,917	$1,282	$174	$158	$0	$6,531
9/30/48	$4,930	$1,281	$177	$142	$0	$6,530
9/30/49	$4,942	$1,281	$181	$125	$0	$6,529
9/30/50	$4,957	$1,281	$185	$107	$0	$6,529
9/30/51	$4,971	$1,280	$188	$88	$0	$6,527
9/30/52	$4,987	$1,281	$192	$68	$0	$6,528
9/30/53	$5,003	$1,281	$196	$46	$0	$6,527
9/30/54	$5,023	$1,282	$200	$24	$0	$6,528
Total	**$143,888**	**$37,152**	**$4,451**	**$6,647**	**($2,648)**	**$189,490**

[1]The 9/30/XX dates represent the fiscal year end for the Improvement Area #2 Bonds and Improvement Area #2 Reimbursement Agreement Obligation.

[2]Represents the principal and interest on the first series of the Improvement Area #2 Bonds. Interest was calculated using an estimated interest rate of 4.24% for years 1-6 (2025-2030), 4.48% for years 7-10 (2030-2034), 5.10% for years 11-20 (2035-2044), 5.30% for years 21-25 (2045-2049), and 5.35% for years 26-30 (2026-2054). Interest on the Improvement Area #2 Bonds for year 2025 will be funded with capitalized interest.

[3]Represents the principal and interest on the Improvement Area #2 Reimbursement Agreement Obligation. Interest is calculated using an estimated interest rate of 5.85%. Interest on the Improvement Area #2 Reimbursement Agreement Obligation for year 2024 will be collected together with the first annual installment due by January 31, 2026.

[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 2025 are being funded with Bond proceeds.

[5]Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #2 Bonds.

Appendix H-4
Proposed Improvement Area #2 Assessment Roll by Lot Type

Lot Type	**Lot Type 3 (50 Ft)**
Equivalent Units	**0.75**
Assessment	**$76,900.55**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/30/25	$2,278	$0	$0	$0	($2,278)	$0
9/30/26	$4,117	$1,101	$99	$308	$0	$5,626
9/30/27	$4,119	$1,102	$101	$304	$0	$5,625
9/30/28	$4,121	$1,102	$103	$298	$0	$5,624
9/30/29	$4,125	$1,102	$105	$293	$0	$5,625
9/30/30	$4,127	$1,102	$107	$288	$0	$5,624
9/30/31	$4,131	$1,103	$109	$282	$0	$5,625
9/30/32	$4,135	$1,102	$111	$276	$0	$5,624
9/30/33	$4,139	$1,102	$113	$269	$0	$5,624
9/30/34	$4,142	$1,102	$116	$263	$0	$5,622
9/30/35	$4,147	$1,102	$118	$256	$0	$5,622
9/30/36	$4,151	$1,102	$120	$248	$0	$5,622
9/30/37	$4,157	$1,103	$123	$241	$0	$5,622
9/30/38	$4,162	$1,102	$125	$232	$0	$5,622
9/30/39	$4,167	$1,102	$128	$224	$0	$5,620
9/30/40	$4,173	$1,101	$130	$215	$0	$5,619
9/30/41	$4,180	$1,101	$133	$205	$0	$5,620
9/30/42	$4,187	$1,101	$135	$195	$0	$5,619
9/30/43	$4,195	$1,101	$138	$185	$0	$5,619
9/30/44	$4,202	$1,103	$141	$173	$0	$5,619
9/30/45	$4,210	$1,102	$144	$162	$0	$5,618
9/30/46	$4,221	$1,102	$147	$149	$0	$5,619
9/30/47	$4,229	$1,102	$150	$136	$0	$5,618
9/30/48	$4,240	$1,102	$153	$122	$0	$5,617
9/30/49	$4,251	$1,102	$156	$107	$0	$5,616
9/30/50	$4,264	$1,101	$159	$92	$0	$5,616
9/30/51	$4,275	$1,101	$162	$76	$0	$5,614
9/30/52	$4,290	$1,102	$165	$58	$0	$5,615
9/30/53	$4,303	$1,102	$168	$40	$0	$5,614
9/30/54	$4,320	$1,102	$172	$21	$0	$5,615
Total	**$123,759**	**$31,955**	**$3,828**	**$5,717**	**($2,278)**	**$162,981**

[1]The 9/30/XX dates represent the fiscal year end for the Improvement Area #2 Bonds and Improvement Area #2 Reimbursement Agreement Obligation.

[2]Represents the principal and interest on the first series of the Improvement Area #2 Bonds. Interest was calculated using an estimated interest rate of 4.24% for years 1-6 (2025-2030), 4.48% for years 7-10 (2030-2034), 5.10% for years 11-20 (2035-2044), 5.30% for years 21-25 (2045-2049), and 5.35% for years 26-30 (2026-2054). Interest on the Improvement Area #2 Bonds for year 2025 will be funded with capitalized interest.

[3]Represents the principal and interest on the Improvement Area #2 Reimbursement Agreement Obligation. Interest is calculated using an estimated interest rate of 5.85%. Interest on the Improvement Area #2 Reimbursement Agreement Obligation for year 2024 will be collected together with the first annual installment due by January 31, 2026.

[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 2025 are being funded with Bond proceeds.

[5]Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #2 Bonds.

Appendix H-5
Proposed Improvement Area #2 Assessment Roll by Lot Type

Lot Type	**Lot Type 4 (40 Ft)**
Equivalent Units	**0.60**
Assessment	**$60,686.58**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/30/25	$1,797	$0	$0	$0	($1,797)	$0
9/30/26	$3,249	$869	$78	$243	$0	$4,439
9/30/27	$3,251	$869	$79	$240	$0	$4,439
9/30/28	$3,252	$869	$81	$236	$0	$4,438
9/30/29	$3,255	$870	$83	$231	$0	$4,439
9/30/30	$3,257	$870	$84	$227	$0	$4,438
9/30/31	$3,260	$870	$86	$222	$0	$4,439
9/30/32	$3,263	$870	$88	$218	$0	$4,438
9/30/33	$3,266	$870	$89	$213	$0	$4,438
9/30/34	$3,269	$869	$91	$207	$0	$4,437
9/30/35	$3,273	$869	$93	$202	$0	$4,437
9/30/36	$3,276	$870	$95	$196	$0	$4,437
9/30/37	$3,280	$870	$97	$190	$0	$4,437
9/30/38	$3,285	$870	$99	$183	$0	$4,436
9/30/39	$3,288	$869	$101	$177	$0	$4,435
9/30/40	$3,293	$869	$103	$170	$0	$4,434
9/30/41	$3,299	$869	$105	$162	$0	$4,435
9/30/42	$3,304	$869	$107	$154	$0	$4,434
9/30/43	$3,311	$869	$109	$146	$0	$4,434
9/30/44	$3,316	$870	$111	$137	$0	$4,434
9/30/45	$3,323	$870	$113	$128	$0	$4,433
9/30/46	$3,331	$870	$116	$118	$0	$4,434
9/30/47	$3,338	$870	$118	$107	$0	$4,433
9/30/48	$3,346	$870	$120	$96	$0	$4,433
9/30/49	$3,354	$870	$123	$85	$0	$4,432
9/30/50	$3,365	$869	$125	$73	$0	$4,432
9/30/51	$3,374	$869	$128	$60	$0	$4,430
9/30/52	$3,385	$869	$130	$46	$0	$4,431
9/30/53	$3,396	$870	$133	$31	$0	$4,430
9/30/54	$3,409	$870	$136	$16	$0	$4,431
Total	**$97,665**	**$25,217**	**$3,021**	**$4,512**	**($1,797)**	**$128,618**

[1]The 9/30/XX dates represent the fiscal year end for the Improvement Area #2 Bonds and Improvement Area #2 Reimbursement Agreement Obligation.

[2]Represents the principal and interest on the first series of the Improvement Area #2 Bonds. Interest was calculated using an estimated interest rate of 4.24% for years 1-6 (2025-2030), 4.48% for years 7-10 (2030-2034), 5.10% for years 11-20 (2035-2044), 5.30% for years 21-25 (2045-2049), and 5.35% for years 26-30 (2026-2054). Interest on the Improvement Area #2 Bonds for year 2025 will be funded with capitalized interest.

[3]Represents the principal and interest on the Improvement Area #2 Reimbursement Agreement Obligation. Interest is calculated using an estimated interest rate of 5.85%. Interest on the Improvement Area #2 Reimbursement Agreement Obligation for year 2024 will be collected together with the first annual installment due by January 31, 2026.

[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 2025 are being funded with Bond proceeds.

[5]Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #2 Bonds.

Appendix H-6
Proposed Improvement Area #2 Assessment Roll by Lot Type

Lot Type	**Lot Type 5 (Townhomes)**
Equivalent Units	**0.45**
Assessment	**$45,399.12**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment
9/30/25	$1,345	$0	$0	$0	($1,345)	$0
9/30/26	$2,431	$650	$58	$182	$0	$3,321
9/30/27	$2,432	$650	$59	$179	$0	$3,321
9/30/28	$2,433	$650	$61	$176	$0	$3,320
9/30/29	$2,435	$651	$62	$173	$0	$3,321
9/30/30	$2,437	$651	$63	$170	$0	$3,320
9/30/31	$2,439	$651	$64	$166	$0	$3,321
9/30/32	$2,441	$651	$66	$163	$0	$3,320
9/30/33	$2,444	$651	$67	$159	$0	$3,320
9/30/34	$2,445	$650	$68	$155	$0	$3,319
9/30/35	$2,448	$650	$70	$151	$0	$3,319
9/30/36	$2,451	$650	$71	$147	$0	$3,319
9/30/37	$2,454	$651	$72	$142	$0	$3,319
9/30/38	$2,457	$651	$74	$137	$0	$3,319
9/30/39	$2,460	$650	$75	$132	$0	$3,318
9/30/40	$2,463	$650	$77	$127	$0	$3,317
9/30/41	$2,468	$650	$78	$121	$0	$3,318
9/30/42	$2,472	$650	$80	$115	$0	$3,317
9/30/43	$2,477	$650	$82	$109	$0	$3,317
9/30/44	$2,481	$651	$83	$102	$0	$3,317
9/30/45	$2,486	$651	$85	$95	$0	$3,317
9/30/46	$2,492	$651	$87	$88	$0	$3,317
9/30/47	$2,497	$651	$88	$80	$0	$3,316
9/30/48	$2,503	$651	$90	$72	$0	$3,316
9/30/49	$2,509	$651	$92	$63	$0	$3,315
9/30/50	$2,517	$650	$94	$54	$0	$3,315
9/30/51	$2,524	$650	$96	$45	$0	$3,314
9/30/52	$2,532	$650	$97	$34	$0	$3,315
9/30/53	$2,540	$651	$99	$24	$0	$3,314
9/30/54	$2,550	$651	$101	$12	$0	$3,315
Total	**$73,062**	**$18,865**	**$2,260**	**$3,375**	**($1,345)**	**$96,218**

[1]The 9/30/XX dates represent the fiscal year end for the Improvement Area #2 Bonds and Improvement Area #2 Reimbursement Agreement Obligation.

[2]Represents the principal and interest on the first series of the Improvement Area #2 Bonds. Interest was calculated using an estimated interest rate of 4.24% for years 1-6 (2025-2030), 4.48% for years 7-10 (2030-2034), 5.10% for years 11-20 (2035-2044), 5.30% for years 21-25 (2045-2049), and 5.35% for years 26-30 (2026-2054). Interest on the Improvement Area #2 Bonds for year 2025 will be funded with capitalized interest.

[3]Represents the principal and interest on the Improvement Area #2 Reimbursement Agreement Obligation. Interest is calculated using an estimated interest rate of 5.85%. Interest on the Improvement Area #2 Reimbursement Agreement Obligation for year 2024 will be collected together with the first annual installment due by January 31, 2026.

[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 2025 are being funded with Bond proceeds.

[5]Additional Interest is only charged on the portion of the Assessments associated with the Improvement Area #2 Bonds.

Appendix H-7
Assessment Roll Summary - Improvement Area #2

Parcel	Block #	Lot #	Lot Type	Total Equivalent Units	Total Outstanding Assessment
TBD	A	1	1	1.00	$101,916.39
TBD	A	2	1	1.00	$101,916.39
TBD	A	3	1	1.00	$101,916.39
TBD	A	4	1	1.00	$101,916.39
TBD	A	5	1	1.00	$101,916.39
TBD	A	6	1	1.00	$101,916.39
TBD	A	7	1	1.00	$101,916.39
TBD	A	8	1	1.00	$101,916.39
TBD	A	9	1	1.00	$101,916.39
TBD	A	10	1	1.00	$101,916.39
TBD	A	11	1	1.00	$101,916.39
TBD	A	12	1	1.00	$101,916.39
TBD	A	13	1	1.00	$101,916.39
TBD	A	14	1	1.00	$101,916.39
TBD	A	15	1	1.00	$101,916.39
TBD	A	16	2	0.88	$89,408.47
TBD	A	17	2	0.88	$89,408.47
TBD	A	18	2	0.88	$89,408.47
TBD	A	19	2	0.88	$89,408.47
TBD	A	20	2	0.88	$89,408.47
TBD	A	21	2	0.88	$89,408.47
TBD	A	22	2	0.88	$89,408.47
TBD	A	23	2	0.88	$89,408.47
TBD	A	24	2	0.88	$89,408.47
TBD	A	25	2	0.88	$89,408.47
TBD	A	26	2	0.88	$89,408.47
TBD	A	27	2	0.88	$89,408.47
TBD	A	28	2	0.88	$89,408.47
TBD	A	29	2	0.88	$89,408.47
TBD	A	30	2	0.88	$89,408.47
TBD	A	31X	Common Area	0.00	$0.00
TBD	B	1	2	0.88	$89,408.47
TBD	B	2	2	0.88	$89,408.47
TBD	B	3	2	0.88	$89,408.47
TBD	B	4	2	0.88	$89,408.47
TBD	B	5	2	0.88	$89,408.47
TBD	B	6	2	0.88	$89,408.47
TBD	B	7	2	0.88	$89,408.47
TBD	B	8	2	0.88	$89,408.47
TBD	B	9	2	0.88	$89,408.47
TBD	B	10	2	0.88	$89,408.47
TBD	B	11	2	0.88	$89,408.47
TBD	B	12	2	0.88	$89,408.47
TBD	B	13	2	0.88	$89,408.47
TBD	B	14	2	0.88	$89,408.47
TBD	B	15	3	0.75	$76,900.55
TBD	B	16	3	0.75	$76,900.55
TBD	B	17	3	0.75	$76,900.55
TBD	B	18	3	0.75	$76,900.55
TBD	B	19	3	0.75	$76,900.55
TBD	B	20	3	0.75	$76,900.55
TBD	B	21	3	0.75	$76,900.55
TBD	B	22	3	0.75	$76,900.55
TBD	B	23	3	0.75	$76,900.55
TBD	B	24	3	0.75	$76,900.55
TBD	B	25	3	0.75	$76,900.55
TBD	B	26X	Common Area	0.00	$0.00
TBD	C	1	3	0.75	$76,900.55
TBD	C	2	3	0.75	$76,900.55
TBD	C	3	3	0.75	$76,900.55
TBD	C	4	3	0.75	$76,900.55
TBD	C	5	3	0.75	$76,900.55
TBD	C	6	3	0.75	$76,900.55
TBD	C	7	3	0.75	$76,900.55
TBD	C	8	3	0.75	$76,900.55
TBD	C	9	3	0.75	$76,900.55
TBD	C	10	3	0.75	$76,900.55
TBD	C	11	2	0.88	$89,408.47
TBD	C	12	3	0.75	$76,900.55
TBD	C	13	3	0.75	$76,900.55
TBD	C	14	3	0.75	$76,900.55
TBD	C	15	3	0.75	$76,900.55
TBD	C	16	3	0.75	$76,900.55
TBD	C	17	3	0.75	$76,900.55
TBD	C	18	3	0.75	$76,900.55
TBD	C	19	3	0.75	$76,900.55

Parcel	Block #	Lot #	Lot Type	Total Equivalent Units	Total Outstanding Assessment
TBD	C	20	3	0.75	$76,900.55
TBD	C	21X	Common Area	0.00	$0.00
TBD	D	1	4	0.60	$60,686.58
TBD	D	2	4	0.60	$60,686.58
TBD	D	3	4	0.60	$60,686.58
TBD	D	4	4	0.60	$60,686.58
TBD	D	5	4	0.60	$60,686.58
TBD	D	6	4	0.60	$60,686.58
TBD	D	7	4	0.60	$60,686.58
TBD	D	8	4	0.60	$60,686.58
TBD	D	9	4	0.60	$60,686.58
TBD	D	10	4	0.60	$60,686.58
TBD	D	11	4	0.60	$60,686.58
TBD	D	12	4	0.60	$60,686.58
TBD	D	13	4	0.60	$60,686.58
TBD	D	14	4	0.60	$60,686.58
TBD	D	15	4	0.60	$60,686.58
TBD	D	16	4	0.60	$60,686.58
TBD	D	17	4	0.60	$60,686.58
TBD	D	18	4	0.60	$60,686.58
TBD	D	19X	Common Area	0.00	$0.00
TBD	D	20X	Common Area	0.00	$0.00
TBD	E	1	1	1.00	$101,916.39
TBD	E	2	1	1.00	$101,916.39
TBD	E	3	1	1.00	$101,916.39
TBD	E	4	1	1.00	$101,916.39
TBD	E	5	2	0.88	$89,408.47
TBD	E	6	2	0.88	$89,408.47
TBD	E	7	2	0.88	$89,408.47
TBD	E	8	2	0.88	$89,408.47
TBD	E	9	2	0.88	$89,408.47
TBD	E	10	2	0.88	$89,408.47
TBD	E	11	2	0.88	$89,408.47
TBD	E	12	2	0.88	$89,408.47
TBD	E	13	2	0.88	$89,408.47
TBD	E	14	2	0.88	$89,408.47
TBD	E	15	2	0.88	$89,408.47
TBD	E	16	2	0.88	$89,408.47
TBD	E	17	2	0.88	$89,408.47
TBD	E	18	2	0.88	$89,408.47
TBD	E	19	2	0.88	$89,408.47
TBD	E	20	2	0.88	$89,408.47
TBD	E	21	2	0.88	$89,408.47
TBD	E	22	2	0.88	$89,408.47
TBD	E	23	2	0.88	$89,408.47
TBD	E	24	2	0.88	$89,408.47
TBD	E	25	2	0.88	$89,408.47
TBD	E	26	2	0.88	$89,408.47
TBD	E	27	2	0.88	$89,408.47
TBD	E	28	2	0.88	$89,408.47
TBD	E	29	2	0.88	$89,408.47
TBD	E	30	2	0.88	$89,408.47
TBD	E	31	2	0.88	$89,408.47
TBD	E	32	2	0.88	$89,408.47
TBD	E	33	2	0.88	$89,408.47
TBD	E	34	2	0.88	$89,408.47
TBD	F	1	1	1.00	$101,916.39
TBD	F	2	1	1.00	$101,916.39
TBD	F	3	1	1.00	$101,916.39
TBD	F	4	2	0.88	$89,408.47
TBD	F	5	2	0.88	$89,408.47
TBD	F	6	2	0.88	$89,408.47
TBD	F	7	2	0.88	$89,408.47
TBD	F	8	2	0.88	$89,408.47
TBD	F	9	2	0.88	$89,408.47
TBD	F	10	2	0.88	$89,408.47
TBD	F	11	2	0.88	$89,408.47
TBD	F	12	2	0.88	$89,408.47
TBD	F	13	2	0.88	$89,408.47
TBD	F	14	2	0.88	$89,408.47
TBD	F	15	2	0.88	$89,408.47
TBD	F	16	2	0.88	$89,408.47
TBD	F	17	2	0.88	$89,408.47
TBD	F	18	2	0.88	$89,408.47
TBD	F	19	2	0.88	$89,408.47
TBD	F	20	2	0.88	$89,408.47
TBD	F	21	2	0.88	$89,408.47
TBD	F	22	2	0.88	$89,408.47
TBD	F	23	2	0.88	$89,408.47

Parcel	Block #	Lot #	Lot Type	Total Equivalent Units	Total Outstanding Assessment
TBD	F	24	2	0.88	$89,408.47
TBD	F	25	2	0.88	$89,408.47
TBD	F	26	2	0.88	$89,408.47
TBD	G	1	1	1.00	$101,916.39
TBD	G	2	1	1.00	$101,916.39
TBD	G	3	1	1.00	$101,916.39
TBD	G	4	1	1.00	$101,916.39
TBD	G	5	2	0.88	$89,408.47
TBD	G	6	2	0.88	$89,408.47
TBD	G	7	2	0.88	$89,408.47
TBD	G	8	2	0.88	$89,408.47
TBD	G	9	2	0.88	$89,408.47
TBD	G	10	2	0.88	$89,408.47
TBD	G	11	2	0.88	$89,408.47
TBD	G	12	2	0.88	$89,408.47
TBD	G	13	2	0.88	$89,408.47
TBD	G	14	2	0.88	$89,408.47
TBD	G	15	2	0.88	$89,408.47
TBD	G	16	2	0.88	$89,408.47
TBD	G	17	2	0.88	$89,408.47
TBD	G	18	2	0.88	$89,408.47
TBD	G	19	2	0.88	$89,408.47
TBD	G	20	2	0.88	$89,408.47
TBD	G	21	2	0.88	$89,408.47
TBD	H	1	1	1.00	$101,916.39
TBD	H	2	1	1.00	$101,916.39
TBD	H	3	1	1.00	$101,916.39
TBD	H	4	1	1.00	$101,916.39
TBD	H	5	1	1.00	$101,916.39
TBD	H	6	1	1.00	$101,916.39
TBD	H	7	1	1.00	$101,916.39
TBD	H	8	1	1.00	$101,916.39
TBD	H	9	1	1.00	$101,916.39
TBD	H	10	1	1.00	$101,916.39
TBD	H	11	1	1.00	$101,916.39
TBD	H	12	3	0.75	$76,900.55
TBD	H	13	3	0.75	$76,900.55
TBD	H	14	3	0.75	$76,900.55
TBD	H	15	3	0.75	$76,900.55
TBD	H	16	3	0.75	$76,900.55
TBD	H	17	3	0.75	$76,900.55
TBD	H	18	3	0.75	$76,900.55
TBD	H	19	3	0.75	$76,900.55
TBD	H	20	3	0.75	$76,900.55
TBD	H	21	3	0.75	$76,900.55
TBD	H	22	3	0.75	$76,900.55
TBD	H	23	3	0.75	$76,900.55
TBD	H	24	3	0.75	$76,900.55
TBD	H	25	3	0.75	$76,900.55
TBD	H	26	Common Area	0.00	$0.00
TBD	H	27	Common Area	0.00	$0.00
TBD	I	1	3	0.75	$76,900.55
TBD	I	2	3	0.75	$76,900.55
TBD	I	3	3	0.75	$76,900.55
TBD	I	4	3	0.75	$76,900.55
TBD	I	5	3	0.75	$76,900.55
TBD	I	6	3	0.75	$76,900.55
TBD	I	7	3	0.75	$76,900.55
TBD	I	8	3	0.75	$76,900.55
TBD	I	9	3	0.75	$76,900.55
TBD	I	10	3	0.75	$76,900.55
TBD	I	11	3	0.75	$76,900.55
TBD	I	12	3	0.75	$76,900.55
TBD	I	13	3	0.75	$76,900.55
TBD	I	14	3	0.75	$76,900.55
TBD	I	15	3	0.75	$76,900.55
TBD	I	16	3	0.75	$76,900.55
TBD	I	17	3	0.75	$76,900.55
TBD	I	18	3	0.75	$76,900.55
TBD	I	19	3	0.75	$76,900.55
TBD	I	20	Common Area	0.00	$0.00
TBD	J	1	1	1.00	$101,916.39
TBD	J	2	1	1.00	$101,916.39
TBD	J	3	1	1.00	$101,916.39
TBD	J	4	1	1.00	$101,916.39
TBD	J	5	1	1.00	$101,916.39
TBD	J	6	1	1.00	$101,916.39
TBD	J	7	1	1.00	$101,916.39
TBD	J	8	1	1.00	$101,916.39

Parcel	Block #	Lot #	Lot Type	Total Equivalent Units	Total Outstanding Assessment
TBD	J	9	3	0.75	$76,900.55
TBD	J	10	3	0.75	$76,900.55
TBD	J	11	3	0.75	$76,900.55
TBD	J	12	3	0.75	$76,900.55
TBD	J	13	3	0.75	$76,900.55
TBD	J	14	3	0.75	$76,900.55
TBD	J	15	3	0.75	$76,900.55
TBD	J	16	3	0.75	$76,900.55
TBD	J	17	3	0.75	$76,900.55
TBD	J	18	3	0.75	$76,900.55
TBD	K	1	4	0.60	$60,686.58
TBD	K	2	4	0.60	$60,686.58
TBD	K	3	4	0.60	$60,686.58
TBD	K	4	4	0.60	$60,686.58
TBD	K	5	4	0.60	$60,686.58
TBD	K	6	4	0.60	$60,686.58
TBD	K	7	4	0.60	$60,686.58
TBD	K	8	4	0.60	$60,686.58
TBD	K	9	4	0.60	$60,686.58
TBD	K	10	4	0.60	$60,686.58
TBD	K	11	4	0.60	$60,686.58
TBD	K	12	4	0.60	$60,686.58
TBD	K	13	4	0.60	$60,686.58
TBD	K	14	4	0.60	$60,686.58
TBD	K	15	4	0.60	$60,686.58
TBD	K	16	4	0.60	$60,686.58
TBD	K	17	4	0.60	$60,686.58
TBD	K	18	4	0.60	$60,686.58
TBD	K	19	4	0.60	$60,686.58
TBD	K	20	4	0.60	$60,686.58
TBD	L	1	1	1.00	$101,916.39
TBD	L	2	1	1.00	$101,916.39
TBD	L	3	1	1.00	$101,916.39
TBD	L	4	1	1.00	$101,916.39
TBD	L	5	1	1.00	$101,916.39
TBD	L	6	1	1.00	$101,916.39
TBD	L	7	1	1.00	$101,916.39
TBD	L	8	1	1.00	$101,916.39
TBD	L	9	1	1.00	$101,916.39
TBD	L	10	1	1.00	$101,916.39
TBD	L	11	1	1.00	$101,916.39
TBD	L	12	1	1.00	$101,916.39
TBD	L	13	1	1.00	$101,916.39
TBD	L	14	3	0.75	$76,900.55
TBD	L	15	3	0.75	$76,900.55
TBD	L	16	3	0.75	$76,900.55
TBD	L	17	3	0.75	$76,900.55
TBD	L	18	3	0.75	$76,900.55
TBD	L	19	3	0.75	$76,900.55
TBD	L	20	Common Area	0.00	$0.00
TBD	L	22	Common Area	0.00	$0.00
TBD	M	1	4	0.60	$60,686.58
TBD	M	2	4	0.60	$60,686.58
TBD	M	3	4	0.60	$60,686.58
TBD	M	4	4	0.60	$60,686.58
TBD	M	5	4	0.60	$60,686.58
TBD	M	6	4	0.60	$60,686.58
TBD	M	7	4	0.60	$60,686.58
TBD	M	8	4	0.60	$60,686.58
TBD	M	9	4	0.60	$60,686.58
TBD	M	10	4	0.60	$60,686.58
TBD	M	11	4	0.60	$60,686.58
TBD	M	12	4	0.60	$60,686.58
TBD	M	13	4	0.60	$60,686.58
TBD	M	14	4	0.60	$60,686.58
TBD	N	1	4	0.60	$60,686.58
TBD	N	2	4	0.60	$60,686.58
TBD	N	3	4	0.60	$60,686.58
TBD	N	4	4	0.60	$60,686.58
TBD	N	5	4	0.60	$60,686.58
TBD	N	6	4	0.60	$60,686.58
TBD	N	7	4	0.60	$60,686.58
TBD	N	8	4	0.60	$60,686.58
TBD	N	9	4	0.60	$60,686.58
TBD	N	10	4	0.60	$60,686.58
TBD	N	11	4	0.60	$60,686.58
TBD	N	12	4	0.60	$60,686.58
TBD	N	13	4	0.60	$60,686.58
TBD	N	14	4	0.60	$60,686.58

Parcel	Block #	Lot #	Lot Type	Total Equivalent Units	Total Outstanding Assessment
TBD	N	15	4	0.60	$60,686.58
TBD	N	16	4	0.60	$60,686.58
TBD	N	17	4	0.60	$60,686.58
TBD	N	18	4	0.60	$60,686.58
TBD	N	19	4	0.60	$60,686.58
TBD	N	20	4	0.60	$60,686.58
TBD	N	21	4	0.60	$60,686.58
TBD	N	22	4	0.60	$60,686.58
TBD	N	23	Common Area	0.00	$0.00
TBD	N	24	Common Area	0.00	$0.00
TBD	O	1	4	0.60	$60,686.58
TBD	O	2	4	0.60	$60,686.58
TBD	O	3	4	0.60	$60,686.58
TBD	O	4	4	0.60	$60,686.58
TBD	O	5	4	0.60	$60,686.58
TBD	O	6	4	0.60	$60,686.58
TBD	O	7	4	0.60	$60,686.58
TBD	O	8	4	0.60	$60,686.58
TBD	O	9	4	0.60	$60,686.58
TBD	O	10	4	0.60	$60,686.58
TBD	O	11	4	0.60	$60,686.58
TBD	O	12	4	0.60	$60,686.58
TBD	O	13	4	0.60	$60,686.58
TBD	P	1	5	0.45	$45,399.12
TBD	P	2	5	0.45	$45,399.12
TBD	P	3	5	0.45	$45,399.12
TBD	P	4	5	0.45	$45,399.12
TBD	P	5	5	0.45	$45,399.12
TBD	P	6	5	0.45	$45,399.12
TBD	P	7	5	0.45	$45,399.12
TBD	P	8	5	0.45	$45,399.12
TBD	P	9	5	0.45	$45,399.12
TBD	P	10	5	0.45	$45,399.12
TBD	P	11	5	0.45	$45,399.12
TBD	P	12	5	0.45	$45,399.12
TBD	P	13	5	0.45	$45,399.12
TBD	P	14	5	0.45	$45,399.12
TBD	P	15	5	0.45	$45,399.12
TBD	P	16	5	0.45	$45,399.12
TBD	P	17	5	0.45	$45,399.12
TBD	P	18	5	0.45	$45,399.12
TBD	P	19	5	0.45	$45,399.12
TBD	P	20	5	0.45	$45,399.12
TBD	P	21	5	0.45	$45,399.12
TBD	P	22	5	0.45	$45,399.12
TBD	P	23	5	0.45	$45,399.12
TBD	P	24	5	0.45	$45,399.12
TBD	P	25X	Common Area	0.00	$0.00
TBD	P	26	Common Area	0.00	$0.00
TBD	P	27	Common Area	0.00	$0.00
TBD	Q	1	3	0.75	$76,900.55
TBD	Q	2	3	0.75	$76,900.55
TBD	Q	3	3	0.75	$76,900.55
TBD	Q	4	3	0.75	$76,900.55
TBD	Q	5	3	0.75	$76,900.55
TBD	Q	6	3	0.75	$76,900.55
TBD	Q	7	3	0.75	$76,900.55
TBD	Q	8	3	0.75	$76,900.55
TBD	Q	9	3	0.75	$76,900.55
TBD	Q	10	3	0.75	$76,900.55
TBD	Q	11	3	0.75	$76,900.55
TBD	Q	12	3	0.75	$76,900.55
TBD	Q	13	3	0.75	$76,900.55
TBD	Q	14	3	0.75	$76,900.55
TBD	Q	15	3	0.75	$76,900.55
TBD	Q	16	3	0.75	$76,900.55
TBD	Q	17	3	0.75	$76,900.55
TBD	Q	18X	Common Area	0.00	$0.00
TBD	Q	19X	Common Area	0.00	$0.00
TBD	Q	18	3	0.75	$76,900.55
TBD	Q	19	3	0.75	$76,900.55
TBD	Q	20	3	0.75	$76,900.55
TBD	Q	21	3	0.75	$76,900.55
TBD	Q	22	3	0.75	$76,900.55
TBD	Q	23	3	0.75	$76,900.55
TBD	Q	24	3	0.75	$76,900.55
TBD	Q	25	3	0.75	$76,900.55
TBD	Q	26	3	0.75	$76,900.55
TBD	Q	27	3	0.75	$76,900.55

Parcel	Block #	Lot #	Lot Type	Total Equivalent Units	Total Outstanding Assessment
TBD	Q	28	3	0.75	$76,900.55
TBD	Q	29	3	0.75	$76,900.55
TBD	Q	30	3	0.75	$76,900.55
TBD	Q	31	3	0.75	$76,900.55
TBD	Q	32	3	0.75	$76,900.55
TBD	Q	33	3	0.75	$76,900.55
TBD	Q	34	3	0.75	$76,900.55
TBD	Q	35	3	0.75	$76,900.55
TBD	Q	36	Common Area	0.00	$0.00
TBD	Q	37	Common Area	0.00	$0.00
TBD	R	1	3	0.75	$76,900.55
TBD	R	2	3	0.75	$76,900.55
TBD	R	3	3	0.75	$76,900.55
TBD	R	4	3	0.75	$76,900.55
TBD	R	5	3	0.75	$76,900.55
TBD	R	6	3	0.75	$76,900.55
TBD	R	7	3	0.75	$76,900.55
TBD	R	8	3	0.75	$76,900.55
TBD	R	9	3	0.75	$76,900.55
TBD	R	10	3	0.75	$76,900.55
TBD	R	11	3	0.75	$76,900.55
TBD	R	12	3	0.75	$76,900.55
TBD	R	13	3	0.75	$76,900.55
TBD	R	14	3	0.75	$76,900.55
TBD	R	15	3	0.75	$76,900.55
TBD	R	16	3	0.75	$76,900.55
TBD	R	17	3	0.75	$76,900.55
TBD	R	18	3	0.75	$76,900.55
TBD	R	19	3	0.75	$76,900.55
TBD	R	20	3	0.75	$76,900.55
TBD	R	21	3	0.75	$76,900.55
TBD	R	22	3	0.75	$76,900.55
TBD	R	23	3	0.75	$76,900.55
TBD	R	24	3	0.75	$76,900.55
TBD	R	25	3	0.75	$76,900.55
TBD	R	26	3	0.75	$76,900.55
TBD	R	27	3	0.75	$76,900.55
TBD	R	28X	Common Area	0.00	$0.00
TBD	R	29X	Common Area	0.00	$0.00
TBD	S	21	2	0.88	$89,408.47
TBD	S	22	2	0.88	$89,408.47
TBD	S	23	2	0.88	$89,408.47
TBD	S	24	2	0.88	$89,408.47
TBD	S	25	2	0.88	$89,408.47
TBD	S	26	2	0.88	$89,408.47
TBD	S	27	2	0.88	$89,408.47
TBD	S	28	2	0.88	$89,408.47
TBD	S	29	2	0.88	$89,408.47
TBD	S	30	2	0.88	$89,408.47
TBD	S	31	2	0.88	$89,408.47
TBD	S	32	2	0.88	$89,408.47
TBD	S	33	2	0.88	$89,408.47

Parcel	Block #	Lot #	Lot Type	Total Equivalent Units	Total Outstanding Assessment
TBD	S	34	2	0.88	$89,408.47
TBD	S	35	1	1.00	$101,916.39
TBD	S	36	1	1.00	$101,916.39
TBD	T	5	4	0.60	$60,686.58
TBD	T	6	4	0.60	$60,686.58
TBD	T	7	4	0.60	$60,686.58
TBD	T	8	4	0.60	$60,686.58
TBD	T	9	4	0.60	$60,686.58
TBD	T	10	4	0.60	$60,686.58
TBD	T	11	4	0.60	$60,686.58
TBD	T	12	4	0.60	$60,686.58
TBD	T	13	4	0.60	$60,686.58
TBD	T	14	4	0.60	$60,686.58
TBD	T	15	4	0.60	$60,686.58
TBD	T	16	4	0.60	$60,686.58
TBD	T	17	5	0.45	$45,399.12
TBD	T	18	5	0.45	$45,399.12
TBD	T	19	5	0.45	$45,399.12
TBD	T	20	5	0.45	$45,399.12
TBD	T	21	5	0.45	$45,399.12
TBD	T	22	5	0.45	$45,399.12
TBD	T	23	5	0.45	$45,399.12
TBD	T	24	5	0.45	$45,399.12
TBD	T	25	5	0.45	$45,399.12
TBD	T	26X	Common Area	0.00	$0.00
TBD	T	27X	Common Area	0.00	$0.00
TBD	U	26	5	0.45	$45,399.12
TBD	U	27	5	0.45	$45,399.12
TBD	U	28	5	0.45	$45,399.12
TBD	U	29	5	0.45	$45,399.12
TBD	U	30	5	0.45	$45,399.12
TBD	U	31	5	0.45	$45,399.12
TBD	U	32	5	0.45	$45,399.12
TBD	U	33	5	0.45	$45,399.12
TBD	U	34	5	0.45	$45,399.12
TBD	U	35	5	0.45	$45,399.12
TBD	U	36	5	0.45	$45,399.12
TBD	U	37	5	0.45	$45,399.12
TBD	U	38	5	0.45	$45,399.12
TBD	U	39	5	0.45	$45,399.12
TBD	A	1	2	0.88	$89,408.47
TBD	A	2	2	0.88	$89,408.47
TBD	A	3	2	0.88	$89,408.47
TBD	A	4	2	0.88	$89,408.47
TBD	A	5	2	0.88	$89,408.47
TBD	A	6	2	0.88	$89,408.47
TBD	A	7	2	0.88	$89,408.47
TBD	A	8	2	0.88	$89,408.47
TBD	A	9	2	0.88	$89,408.47
TBD	A	10	2	0.88	$89,408.47
TBD	A	11	2	0.88	$89,408.47
TBD	A	12	2	0.88	$89,408.47
TBD	A	13	2	0.88	$89,408.47
TBD	A	14	2	0.88	$89,408.47
TBD	A	15	2	0.88	$89,408.47
TBD	A	16	2	0.88	$89,408.47
TBD	A	17	2	0.88	$89,408.47
TBD	A	18	2	0.88	$89,408.47
TBD	A	19	2	0.88	$89,408.47
TBD	A	20X	Common Area	0.00	$0.00
TBD	B	1	1	1.00	$101,916.39
TBD	B	2	1	1.00	$101,916.39
TBD	B	3	1	1.00	$101,916.39
TBD	B	4	1	1.00	$101,916.39
TBD	B	5	1	1.00	$101,916.39
TBD	B	6	1	1.00	$101,916.39
TBD	B	7	1	1.00	$101,916.39
TBD	B	8	2	0.88	$89,408.47
TBD	B	9	2	0.88	$89,408.47
TBD	B	10	2	0.88	$89,408.47
TBD	B	11	2	0.88	$89,408.47
TBD	B	12	2	0.88	$89,408.47
TBD	B	13	2	0.88	$89,408.47
TBD	B	14	2	0.88	$89,408.47
TBD	B	15	2	0.88	$89,408.47
TBD	B	16	2	0.88	$89,408.47
TBD	B	17	2	0.88	$89,408.47
TBD	C	1	2	0.88	$89,408.47

Parcel	Block #	Lot #	Lot Type	Total Equivalent Units	Total Outstanding Assessment
TBD	C	2	2	0.88	$89,408.47
TBD	C	3	2	0.88	$89,408.47
TBD	C	4	2	0.88	$89,408.47
TBD	C	5	2	0.88	$89,408.47
TBD	C	6	2	0.88	$89,408.47
TBD	C	7	2	0.88	$89,408.47
TBD	C	8	2	0.88	$89,408.47
TBD	C	9	2	0.88	$89,408.47
TBD	D	1	2	0.88	$89,408.47
TBD	D	2	2	0.88	$89,408.47
TBD	D	3	2	0.88	$89,408.47
TBD	D	4	2	0.88	$89,408.47
TBD	D	5	2	0.88	$89,408.47
TBD	D	6	2	0.88	$89,408.47
TBD	D	7	2	0.88	$89,408.47
TBD	D	8	2	0.88	$89,408.47
TBD	D	9	2	0.88	$89,408.47
TBD	D	10	2	0.88	$89,408.47
TBD	D	11	2	0.88	$89,408.47
TBD	D	12	2	0.88	$89,408.47
TBD	E	1	1	1.00	$101,916.39
TBD	E	2	1	1.00	$101,916.39
TBD	E	3	1	1.00	$101,916.39
TBD	E	4	1	1.00	$101,916.39
TBD	E	5	1	1.00	$101,916.39
TBD	E	6	1	1.00	$101,916.39
TBD	E	7	1	1.00	$101,916.39
TBD	E	8	1	1.00	$101,916.39
TBD	E	9	1	1.00	$101,916.39
TBD	E	10	1	1.00	$101,916.39
TBD	E	11	2	0.88	$89,408.47
TBD	E	12	2	0.88	$89,408.47
TBD	E	13	2	0.88	$89,408.47
TBD	E	14	2	0.88	$89,408.47
TBD	E	15	2	0.88	$89,408.47
TBD	E	16	2	0.88	$89,408.47
TBD	E	17	2	0.88	$89,408.47
TBD	E	18	2	0.88	$89,408.47
TBD	E	19	2	0.88	$89,408.47
TBD	F	1	1	1.00	$101,916.39
TBD	F	2	1	1.00	$101,916.39
TBD	F	3	1	1.00	$101,916.39
TBD	F	4	1	1.00	$101,916.39
TBD	F	5	1	1.00	$101,916.39
TBD	F	6	1	1.00	$101,916.39
TBD	F	7	1	1.00	$101,916.39
TBD	F	8	1	1.00	$101,916.39
TBD	F	9	1	1.00	$101,916.39
TBD	F	10	1	1.00	$101,916.39
TBD	G	7	1	1.00	$101,916.39
TBD	G	8	1	1.00	$101,916.39
TBD	G	9	1	1.00	$101,916.39
TBD	G	10	1	1.00	$101,916.39
TBD	G	11	1	1.00	$101,916.39
TBD	G	12	1	1.00	$101,916.39
TBD	G	13	1	1.00	$101,916.39
TBD	G	14	1	1.00	$101,916.39
TBD	G	15	1	1.00	$101,916.39
TBD	G	16	1	1.00	$101,916.39
TBD	G	17	1	1.00	$101,916.39
TBD	G	18	1	1.00	$101,916.39
TBD	G	19	1	1.00	$101,916.39
TBD	G	20	1	1.00	$101,916.39
TBD	H	6	2	0.88	$89,408.47
TBD	H	7	1	1.00	$101,916.39
TBD	H	8	1	1.00	$101,916.39
TBD	H	9	1	1.00	$101,916.39
TBD	H	10	1	1.00	$101,916.39
TBD	H	11	1	1.00	$101,916.39
TBD	H	12	1	1.00	$101,916.39
TBD	H	13	1	1.00	$101,916.39
TBD	H	14	1	1.00	$101,916.39
TBD	H	15	1	1.00	$101,916.39
TBD	H	16	1	1.00	$101,916.39
TBD	H	17	1	1.00	$101,916.39
TBD	H	18	1	1.00	$101,916.39
TBD	H	19	1	1.00	$101,916.39
TBD	I	12	1	1.00	$101,916.39
TBD	I	13	1	1.00	$101,916.39

Parcel	Block #	Lot #	Lot Type	Total Equivalent Units	Total Outstanding Assessment
TBD	I	14	1	1.00	$101,916.39
TBD	I	15	1	1.00	$101,916.39
TBD	I	16	1	1.00	$101,916.39
TBD	I	17	1	1.00	$101,916.39
TBD	I	18	1	1.00	$101,916.39
TBD	I	19	1	1.00	$101,916.39
TBD	I	20	2	0.88	$89,408.47
TBD	I	21	2	0.88	$89,408.47
TBD	J	1	2	0.88	$89,408.47
TBD	J	2	2	0.88	$89,408.47
TBD	J	3	2	0.88	$89,408.47
TBD	J	4	2	0.88	$89,408.47
TBD	J	5	2	0.88	$89,408.47
TBD	J	6	2	0.88	$89,408.47
TBD	X	1X	Common Area	0.00	$0.00
Total	**591**			**467.94**	**$47,690,847**

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 November 12, 2024, at or after 4:00 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 Improvement Area #2 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 authorized improvements to be undertaken at this time for the benefit of Improvement Area #2 of the District (the "Improvement Area #2 Projects") include (i) roadway improvements, water improvements, sanitary sewer improvements, storm drainage improvements, open space and park improvements, and other soft and miscellaneous costs related to the improvements benefitting Improvement Area #2, (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 the issuance and sale of revenue bonds secured by assessments levied against the property within the District].

The total costs of the Improvement Area #2 Projects, including administrative costs and the costs of issuing bonds, is approximately $47,690,847.

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 Improvement Area #2 Assessment Roll, which includes the assessments proposed to be levied against each parcel of land within Improvement Area #2 of the District that benefits from the Improvement Area #2 Projects , is available for public inspection at the office of the City Secretary, 142 N. Ohio Street, Celina, Texas 75009.

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Brad Kearney
Date:	October 8, 2024
Re:	North Sky PID Improvement Area #1B Bonds

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 2024 (North Sky Public Improvement District Improvement Area #1B Project); approving and authorizing related agreements; and providing an effective date. (Bromiley)

Background Information:
This item authorizes the City to issue Special Assessment Revenue Bonds for the North Sky Public Improvement District (PID) Improvement Area #1.

The North Sky PID was established by the City on June 8, 2021. It is located in the north of the City between N Louisiana Drive and N Celina Pkwy, near Martin Elementary and Moore Middle School. On February 14, 2023, the City levied assessments on properties within the PID for Improvement Area #1 and Major Improvement Area #1 in connection with the issuance of Series 2023 Improvement Area #1 Bonds and Major Improvement Area Bonds to fund the associated projects.

The item before Council authorizes an additional bond sale for Improvement Area #1 projects and updates the Service and Assessment Plan (SAP) for the issuance of these bonds. Improvement Area #1 projects (for both the 2023 bonds and the 2024 #1B bonds being considered) include road, water, sanitary sewer, and storm drainage improvements, as well as soft costs. The indenture for the Series 2023 Bonds authorized the issuance of an additional series of bonds. The conditions set forth in the 2023 Indenture have been satisfied for the issuance of this second series of bonds.

Legal Review:

This item has been reviewed and approved.

Supporting Documents:

1. North Sky PID IA #1B Bond Issuance Presentation
2. Ordinance Approving North Sky PID IA #1B Bond Issuance

Financial Consideration:

This item authorizes the issuance of bonds which are paid by the revenues from special assessments on properties within the PID.

Staff Recommendation:

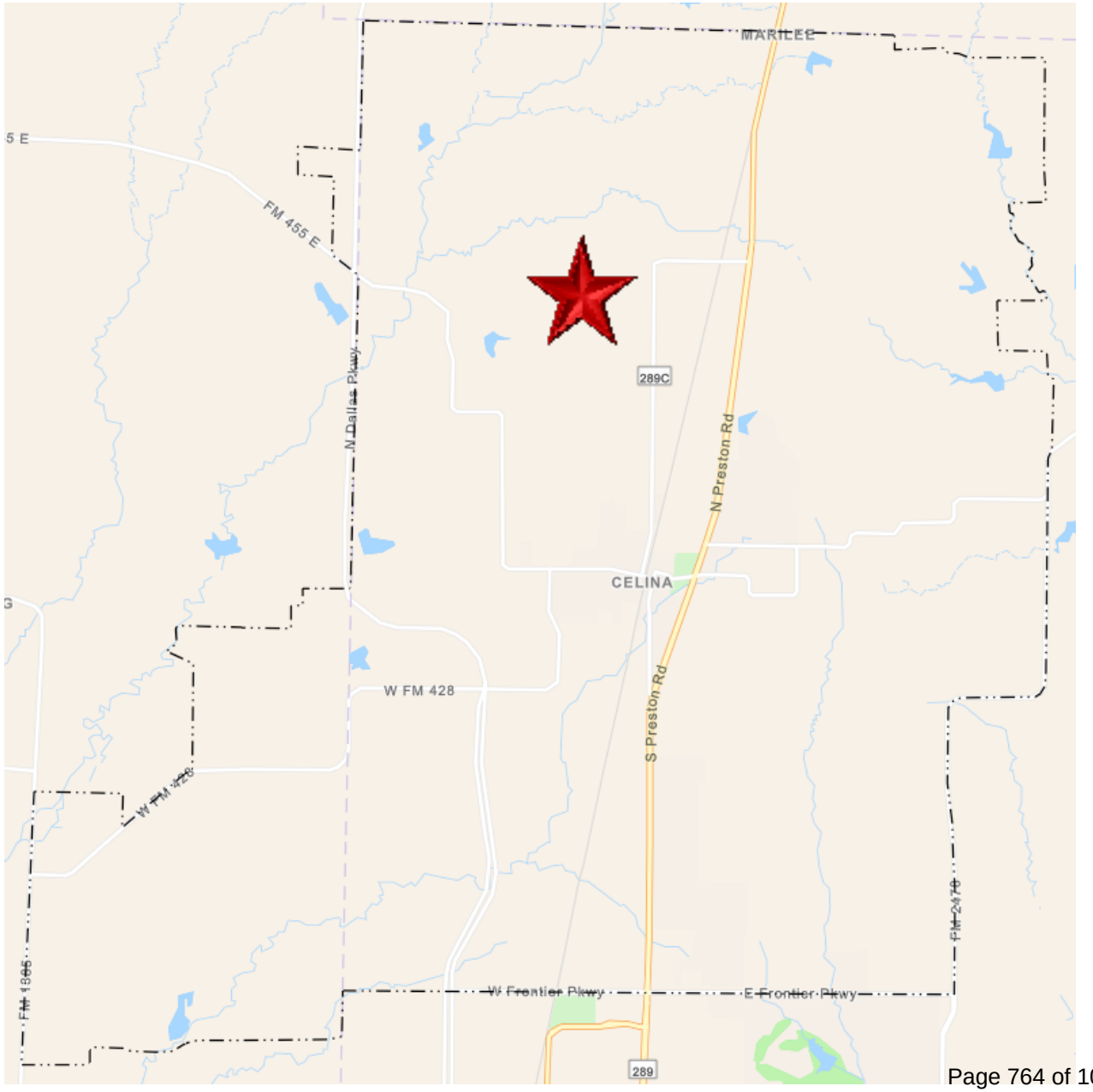
Staff recommends approval.

NORTH SKY IMPROVEMENT AREA #1B BOND SALE

City Council Meeting
October 8, 2024

NORTH SKY PID

- Established June 8, 2021
- Located between N Louisiana Dr and N Celina Pkwy near Martin Elementary and Moore Middle School
- Total proposed development: 786 homes
  - 65 ft = 234 homes
  - 55 ft = 326 homes
  - 40 ft = 226 homes



NORTH SKY PID IMPROVEMENT AREAS

NORTH SKY PID IMPROVEMENT AREA #1

- Improvement Area #1: 322 homes
  - 65 ft = 109 homes
  - 55 ft = 102 homes
  - 40 ft = 111 homes
- Improvement Area #1 Projects
  - Roadway
  - Water
  - Sewer
  - Storm Drainage
  - Soft Costs
- Improvement Area #1 assessments levied February 14, 2023
  - Series 2023 Improvement Area #1 Bonds issued
  - Authorized the issuance of an additional series of bonds for Improvement Area #1 pursuant to conditions set forth in the indenture

NORTH SKY PID IA #1B BONDS

- Second bond sale for Improvement Area #1 – Series 2024 Improvement Area #1B Bonds
  - Requirements of 2023 indenture met
  - Same project categories as prior bond sale
- Service and Assessment Plan (SAP) updates to reflect bond sale information

TIMELINE

- ~~June 8, 2021 – North Sky PID Creation~~
- ~~January 10, 2023 – Pre-SAP and calling a public hearing~~
- ~~February 14, 2023 – Public hearing and Levy Ordinance for PID assessments~~
- ~~February 14, 2023 – Authorized bond sale for Improvement Area #1~~
- October 8, 2024 – Consider bond ordinance for Improvement Area #1B Bonds

RECOMMENDATION

- Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2024-__

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024 (NORTH SKY PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1B 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 “North Sky Public Improvement District” (the "District"), pursuant to Resolution No. 2021-39R adopted by the City Council of the City (the "City Council") on June 8, 2021; and

WHEREAS, pursuant to the PID Act, the City Council mailed and published notice of and convened a public hearing on February 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. 2023-13 (the “Assessment Ordinance”) on February 14, 2023; and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted the North Sky Public Improvement District Service and Assessment Plan, dated February 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 updated Service and Assessment Plan as Appendix H; and

WHEREAS, the City has previously issued its “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (North Sky Public Improvement District Improvement Area #1 Project)” (hereafter referred to as the “2023 Bonds”), which 2023 Bonds were the initial series of bonds secured by that certain Indenture of Trust, dated as of March 1, 2023, (the “2023 Indenture”) executed and delivered by the City and the Trustee (as hereinafter defined), and which are payable from the Assessments; and

WHEREAS, pursuant to the 2023 Indenture, the City is authorized to issue an additional series of bonds in accordance with the provisions of the 2023 Indenture, provided the conditions set forth in the 2023 Indenture have been satisfied prior to the issuance of such additional series of bonds; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Assessments for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) funding a reserve fund for payment of principal and interest on the Bonds Similarly Secured, and (iii) paying costs of issuance of the Series 2024 Bonds (as hereinafter defined); 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 2024 (North Sky Public Improvement District Improvement Area #1B Project)” (the “Bonds”), such series to be payable from a lien on and pledge of the Trust Estate (as defined in the 2023 Indenture) on parity with the Series 2023 Bonds; and

WHEREAS, the City has received satisfactory evidence that all requirements of Section 13.2(c) of the 2023 Indenture concerning the issuance of Additional Bonds have been satisfied and that the Series 2024 Bonds may be issued as Additional Bonds secured by a pledge and lien on the Trust Estate on parity with the Series 2023 Bonds; 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 or the 2023 Indenture; and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Series 2024 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 a Supplemental Indenture (defined below) securing the Series 2024 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 Series 2024 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 Supplemental CFA (defined below), and (vii) approve the Service and Assessment Plan, as updated in connection with the issuance of the Series 2024 Bonds, as the service and assessment plan for Improvement Area #1 of the District, and approve the form, terms and provisions of the Service and Assessment Plan, as updated; 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 Series 2024 Bonds and Supplemental Indenture of Trust.

(a) The issuance of the Series 2024 Bonds in the principal amount of $[PAR] for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) funding a reserve fund for payment of principal and interest on the Bonds Similarly Secured, and (iii) paying costs of issuance of the Series 2024 Bonds, is hereby authorized and approved.

(b) The Series 2024 Bonds shall be issued and secured under the 2023 Indenture, as supplemented by that certain Supplemental Indenture of Trust (the "Supplemental Indenture") dated as of October 1, 2024, between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), which Supplemental 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 Supplemental 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 Supplemental Indenture.

(c) The Series 2024 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 2023 Indenture, as supplemented by the Supplemental Indenture. The Series 2024 Bonds shall be in substantially the form set forth in the

Supplemental Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Series 2024 Bonds. The Series 2024 Bonds shall be payable solely from the Trust Estate, consisting primarily of Pledged Revenues (as defined in the 2023 Indenture), and other funds pledged under the 2023 Indenture and the Supplemental Indenture to the payment of the Bonds Similarly Secured and for the purposes set forth in the Supplemental Indenture, and shall never be payable from ad valorem taxes.

SECTION 2. **Sale of Bonds; Approval of Bond Purchase Agreement**. The Series 2024 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,** the form of 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, or City Manager of the City. The Mayor, Mayor Pro Tem, or City Manager of the City are each hereby authorized and any one of them is 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 Series 2024 Bonds and any addenda, supplement or 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 Series 2024 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 Series 2024 Bonds are 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 2024 (North Sky Public Improvement District Improvement Area #1B Project) Continuing Disclosure Agreement of the Issuer" (the "Continuing Disclosure Agreement") among 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, Mayor, and Mayor Pro Tem of the City are 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, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Supplement to Construction, Funding, and Acquisition Agreement. That certain "Supplement to North Sky Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement" (the "Supplemental CFA") between the City and CCD – North Sky, 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, Mayor, and Mayor Pro Tem of the City are authorized and directed to execute such Supplemental CFA with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Mayor, or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 6. Service and Assessment Plan. That certain "North Sky Public Improvement District Service and Assessment Plan", dated February 14, 2023, as updated for the Series 2024 Bonds on October 8, 2024, 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, Mayor, Mayor Pro Tem, and City Secretary of the City are each hereby authorized and directed to deliver such Service and Assessment Plan with such changes as may be required to carry out the purposes of this Ordinance. The Service and Assessment Plan, including the method of assessment set forth therein, is confirmed as the service and assessment plan for Improvement Area #1 of the District and the updated Improvement Area #1 Assessment Roll attached as Appendix H-1 thereto, which updates the information related to the Assessments that have been previously levied against the Improvement Area #1 Assessed Property by the Assessment Ordinance to incorporate information from the final pricing of the Series 2024 Bonds, is hereby approved. The City Secretary is hereby directed to file the Service and Assessment Plan in the real property records of Collin County not later than the seventh (7th) 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 (7th) day after the date that the City Council approves each Annual Service Plan Update.

SECTION 7. Additional Actions. The Mayor, the Mayor Pro Tem, the City Manager, the Finance Manager, 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 Series 2024 Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the City Manager, the Finance Manager, 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 Series 2024 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 Series 2024 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 Improvement Area #1 Projects.

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 preambles 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]

PASSED AND ADOPTED, this October 8, 2024.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2024 by _____, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed
Commission Expires:_____

EXHIBIT A

SUPPLEMENTAL INDENTURE OF TRUST

SUPPLEMENTAL INDENTURE OF TRUST

By and Between

CITY OF CELINA, TEXAS

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

DATED AS OF OCTOBER 1, 2024

SECURING

$[PAR]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(NORTH SKY PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1B PROJECT)

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EXHIBIT A A-1

SUPPLEMENTAL INDENTURE OF TRUST

THIS SUPPLEMENTAL INDENTURE OF TRUST, dated as of October 1, 2024, is by and between the CITY OF CELINA, TEXAS (the "City"), and U.S. Bank Trust Company, National Association, 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 the 2023 Indenture (defined herein) and/or in Article I.

WHEREAS, the City, in accordance with the requirements of the PID Act, including all those requirements of the PID Act pertaining to notice and public hearing, approved the creation of the North Sky Public Improvement District (the "District"), pursuant to Resolution No. 2021-39R, adopted on June 8, 2021; and

WHEREAS, the City, in accordance with the requirements of the PID Act, including all those requirements of the PID Act pertaining to notice and public hearing, adopted Ordinance No. 2023-13 on February 14, 2023, which Assessment Ordinance levied the Assessments against the Assessed Property in Improvement Area #1 of the District for the purpose of paying the costs of the Improvement Area #1 Projects and which also approved and adopted the Service and Assessment Plan for the District; and

WHEREAS, the City has previously issued its "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (North Sky Public Improvement District Improvement Area #1 Project)" (hereafter referred to interchangeably as the "Bonds" and the "Series 2023 Bonds"), which Series 2023 Bonds were the initial series of Bonds Similarly Secured secured by that certain Indenture of Trust, dated as of March 1, 2023, executed and delivered by the City and the Trustee, and which are payable primarily from the Assessments levied against the Assessed Property located within Improvement Area #1 of the District; and

WHEREAS, pursuant to Section 13.2(c) of the 2023 Indenture, the City is authorized to issue a series of Additional Bonds in accordance with the provisions of the 2023 Indenture provided the conditions set forth in Section 13.2(c) of the 2023 Indenture have been satisfied prior to the issuance of such Additional Bonds; and

WHEREAS, pursuant to Section 10.1(b)(ii) of the 2023 Indenture, the City is authorized to amend the 2023 Indenture at any time by a Supplemental Indenture to make any modifications not adversely affecting any Outstanding Bonds Similarly Secured in any material respect without the consent of any owners of the Bonds; and

WHEREAS, pursuant to Section 10.1(b)(iv) of the 2023 Indenture, the City is authorized to amend the 2023 Indenture at any time by a Supplemental Indenture to provide for the issuance of Additional Bonds as set forth in Section 13.2(c) of the 2023 Indenture; and

WHEREAS, the City Council, in accordance with the authority granted to it by the PID Act and other applicable laws, is authorized 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) funding a reserve fund for payment of principal and interest on the Bonds Similarly Secured, and (iii) paying costs of issuance of the Series 2024 Bonds; and

WHEREAS, the City Council now desires to issue a second series of revenue bonds in accordance with the terms of the 2023 Indenture and this 2024 Supplemental Indenture and the PID Act, such bonds to be entitled "City of Celina, Texas, Special Assessment Revenue Bonds,

Series 2024 (North Sky Public Improvement District Improvement Area #1B Project)" (the "Series 2024 Bonds"), such Series 2024 Bonds being payable solely from the Trust Estate, consisting primarily of Pledged Revenues, and other funds pledged under the 2023 Indenture and this 2024 Supplemental Indenture to the payment of the Bonds Similarly Secured and for the purposes set forth in the preamble of this 2024 Supplemental Indenture; and

WHEREAS, the Series 2024 Bonds are being issued as Additional Bonds and are secured and payable from a lien on and pledge of the Trust Estate (as established pursuant to the 2023 Indenture and confirmed herein) on parity with the Series 2023 Bonds; and

WHEREAS, upon issuance of the Series 2024 Bonds and the deposit of the proceeds thereof into the Project Fund, any obligation arising under the Improvement Area #1 Reimbursement Agreement shall be legally defeased and no longer outstanding for any lawful purpose, and any obligation due under the Improvement Area #1 Reimbursement Agreement shall be payable solely from amounts deposited into the Improvement Area #1 Improvements Account or the Reimbursement Fund, as applicable, in accordance with the provisions of the 2023 Indenture, and all costs related to the Improvement Area #1 Projects shall be paid solely out of the applicable account of the Project Fund; and

WHEREAS, in accordance with the provisions of Section 10.1(d) of the 2023 Indenture, the City has delivered to the Trustee an opinion of Bond Counsel to the effect that this 2024 Supplemental Indenture is permitted under Applicable Laws and the provisions of the 2023 Indenture and will not adversely affect the (i) interest of the Owners in any material respect, or (ii) exclusion of interest on any Bond Similarly Secured from gross income for purposes of federal income taxation; and

WHEREAS, the City has received satisfactory evidence that all requirements of Section 13.2(c) of the 2023 Indenture concerning the issuance of Additional Bonds have been satisfied and that the Series 2024 Bonds may be issued as Additional Bonds secured by a pledge and lien on the Trust Estate on parity with the Bonds; and

WHEREAS, the execution and delivery of this 2024 Supplemental Indenture and the issuance of the Series 2024 Bonds have been in all respects duly and validly authorized by written ordinance of the City Council of the City; and

WHEREAS, the Trustee has accepted the trusts created by the 2023 Indenture and confirmed pursuant to this 2024 Supplemental Indenture and in evidence thereof has joined in the execution and delivery hereof; and

WHEREAS, except as provided herein, all acts, conditions and things required by the laws of the State to happen, exist and be performed precedent to execution and delivery of this 2024 Supplemental Indenture have happened, exist and have been performed as so required in order to make the 2024 Supplemental Indenture a valid, binding, and legal instrument for the security of the Series 2024 Bonds and a valid and binding agreement in accordance with its terms; and

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts created under the 2023 Indenture and restated herein, the purchase and acceptance of the Series 2024 Bonds by the Owners thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the further purpose of fixing and declaring the terms and conditions upon which the Series 2024 Bonds are to be issued, authenticated, delivered and accepted by the holders thereof, as the Additional Bonds to be

issued pursuant to the terms of the 2023 Indenture and this 2024 Supplemental Indenture, the City and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit of the respective Owners, from time to time, of the Bonds Similarly Secured, as follows:

ARTICLE I
SUPPLEMENTAL INDENTURE

Section 1.1 Effect of 2023 Indenture.

Except as modified by this 2024 Supplemental Indenture, the terms, conditions, and provisions of the 2023 Indenture remain in full force and effect.

Section 1.2 Supplemental Provisions.

(a) Section 1.1 of the 2023 Indenture is hereby supplemented to include the following definitions:

"2023 Indenture" means that certain Indenture of Trust, dated as of March 1, 2023, executed and delivered by the City and the Trustee.

"2024 Supplemental Indenture" means that certain Supplemental Indenture of Trust, dated as of October 1, 2024, executed and delivered by the City and the Trustee.

"Series 2023 Bonds" means the Bonds.

"Series 2024 Bonds" means the City's bonds authorized to be issued by the 2024 Supplemental Indenture and secured under the provisions of the 2023 Indenture, entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (North Sky Public Improvement District Improvement Area #1B Project)", which Series 2024 Bonds are a series of Additional Bonds pursuant to the terms of the 2023 Indenture.

"Series 2024 Bond Ordinance" means Ordinance No. [ ]-[ ]-2024 adopted by the City Council on October 8, 2024, authorizing the issuance of the Bonds pursuant to the 2023 Indenture, including the 2024 Supplemental Indenture.

(b) The following defined terms in Section 1.1 of the 2023 Indenture are hereby amended as follows:

"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 March 9, 2023. With respect to the Series 2024 Bonds, the Closing Date is October 29, 2024.

"Improvement Area #1 Construction, Funding, and Acquisition Agreement" means the "North Sky Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement" by and between the City and the Developer dated as of February 14, 2023, which provides, in part, for the deposit of proceeds from the issuance and sale of the Series 2023 Bonds and the Series 2024 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, as supplemented in connection with the issuance of the Series 2024 Bonds.

"Initial Bond" means, with respect to the Series 2023 Bonds, the Initial Bond as set forth in Exhibit A to the 2023 Indenture, and with respect to the Series 2024 Bonds, the Initial Bond set forth in Exhibit A to the 2024 Supplemental 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 Series 2023 Bonds, on September 1, 2023, and, with respect to the Series 2024 Bonds, March 1, 2025.

"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 $471,302.50, which is an amount equal to the Maximum Annual Debt Service on the Bonds as of the Closing Date. Following the issuance of the Series 2024 Bonds, the Reserve Account Requirement is $[ ], in satisfaction of the provisions of Section 13.2(c)(vii) of the 2023 Indenture. The Reserve Account Requirement shall be adjusted in accordance with Section 13.2(c)(vii), in the event an additional series of Bonds Similarly Secured is hereafter issued.

"Service and Assessment Plan" means the means the "North Sky Public Improvement District Service and Assessment Plan" dated February 14, 2023, including the Improvement Area #1 Assessment Roll, as amended and restated in connection with the issuance of the Series 2024 Bonds on October 8, 2024, 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 and the Series 2024 Bond Ordinance.

(c) Section 3.1 of the 2023 Indenture is hereby supplemented to include the following as subsection (b):

(b) The Series 2024 Bonds. The Series 2024 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 Series 2024 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) funding a reserve fund for payment of principal and interest on the Bonds Similarly Secured, and (iii) paying costs of issuance of the Series 2024 Bonds.

(d) Section 3.2 of the 2023 Indenture is hereby supplemented to include the following as subsection (b):

(b) The Series 2024 Bonds.

(i) The Series 2024 Bonds shall be dated October 29, 2024 and shall be issued in Authorized Denominations. The Series 2024 Bonds shall be in fully

registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond for the Series 2024 Bonds, which shall be numbered T-1.

(ii) Interest shall accrue and be paid on each Series 2024 Bond from the later of the Closing Date of the Series 2024 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 March 1, 2025 computed on the basis of a 360-day year of twelve 30-day months.

(iii) The Series 2024 Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

Years	Principal Amount ($)	Interest Rate (%)

(iv) The Series 2024 Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV of the 2023 Indenture, as supplemented by this 2024 Supplemental Indenture, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Initial Bond set forth in Exhibit A to the 2024 Supplemental Indenture.

(e) Section 3.3 of the 2023 Indenture is hereby supplemented to include the following as subsection (b):

(b) The Series 2024 Bonds. The Series 2024 Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Series 2024 Bonds and, upon payment of the purchase price of the Series 2024 Bonds, shall deliver the Series 2024 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 Series 2024 Bond Ordinance;

(iii) a copy of the executed Improvement Area #1 Construction, Funding, and Acquisition Agreement, including the executed supplement thereto;

(iv) a copy of the executed Improvement Area #1 Reimbursement Agreement;

(v) a copy of the opinion of Bond Counsel required by the provisions of Section 10.1(d) of the 2023 Indenture;

(vi) a copy of the 2023 Indenture executed by the Trustee and the City;

(vii) a copy of the 2024 Supplemental Indenture executed by the Trustee and the City;

(viii) a City Certificate directing the authentication and delivery of the Series 2024 Bonds, describing the Series 2024 Bonds to be authenticated and delivered, designating the purchasers to whom the Series 2024 Bonds are to be delivered, stating the purchase price of the Series 2024 Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City;

(ix) 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 the 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;

(x) 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 Series 2024 Bonds regardless of the existence of such default or defaults;

(xi) 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); and

(xii) a certificate from the Developer, through an authorized representative, certifying that no less than fifty (50) 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.

(f) Section 4.2 of the 2023 Indenture is hereby supplemented to include the following as subsection (b):

(b) <u>The Series 2024 Bonds</u>.

(i) The Series 2024 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:

<u>Term Bonds Maturing September 1, 20[ ]</u>

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[ ]	
* 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(b), the Trustee shall select a principal amount of Series 2024 Bonds (in accordance with Section 4.5) of such maturity equal to the Sinking Fund Installment amount of such Series 2024 Bonds to be redeemed, shall call such Series 2024 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 Series 2024 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(b) shall be reduced, at the option of the City, by the principal amount of any Series 2024 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 Series 2024 Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(iv) The principal amount of Series 2024 Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (i) of this Section 4.2(b) shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Series 2024 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.

(g) Section 4.3 of the 2023 Indenture is hereby supplemented to include the following as subsection (b):

(b) The Series 2024 Bonds.

(i) The City reserves the right and option to redeem Series 2024 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 Redemption Price.

(h) Section 4.4 of the 2023 Indenture is hereby amended as follows:

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 the Redemption Price of such Bonds Similarly Secured, or portions thereof, to be redeemed 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 Similarly Secured to be redeemed pursuant to this Section 4.4 in accordance with the provisions of Section 4.5 hereof.

(i) Section 6.1 of the 2023 Indenture is hereby supplemented to include the following as subsections (e) and (f):

(e) Following the issuance of the Series 2024 Bonds, all amounts due to the Developer with respect to any Improvement Area #1 Projects pursuant to the terms of the Improvement Area #1 Reimbursement Agreement, shall have been paid to the Developer. In accordance with the provisions of Section 6.3(d), following the issuance of the Series 2024 Bonds, the Developer Reimbursement Pledged Revenue Account shall be closed. Following the closure of the Developer Reimbursement Pledged Revenue Account, no additional Pledged Revenues shall be deposited into the Developer Reimbursement Pledged Revenue Account.

(f) In the event the Costs of Issuance Account has been closed, the Costs of Issuance Account shall be reopened in order to receive funds related to the issuance of the Series 2024 Bonds. The Costs of Issuance Account shall be administered pursuant to the provisions of Section 6.5.

(j) Section 6.2 of the 2023 Indenture is hereby supplemented to include the following as subsection (b):

(b) The Series 2024 Bonds.

(i) The proceeds from the sale of the Series 2024 Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(A) to the Improvement Area #1 Improvements Account of the Project Fund: $[ ];

(B) to the Improvement Area #1 Major Improvements Account of the Project Fund: $[ ];

(C) to the Costs of Issuance Account of the Project Fund: $[ ]; and

(D) to the Reserve Account of the Reserve Fund: $[ ].

(k) Section 6.3(a) of the 2023 Indenture is hereby amended as follows:

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 Phase #1 Improvements that have been paid by the Developer (including any accrued interest) pursuant to the terms of the PID Reimbursement Agreement, (v) fifth,~~ to pay Actual Costs of the Phase #1 Improvements, and (v) fifth~~(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.~~

(l) Section 7.5(h)(ii) of the 2023 Indenture is hereby amended as follows:

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 Similarly Secured 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.

(m) The fourth paragraph of Section 9.3 is hereby amended as follows:

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 Similarly Secured 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.

(n) Section 11.11 of the 2023 Indenture is hereby amended as follows:

Anything herein to the contrary notwithstanding, the Owners of at least 25% of the aggregate outstanding principal of the Bonds Similarly Secured 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.

(o) Section 13.2(c)(vii) of the 2023 Indenture is hereby amended as follows:

The Reserve Account Requirement shall be increased by an amount equal to ~~twenty-five percent (25%)~~ fifty percent (50%) 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, (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;

(p) Section 14.3 of the 2023 Indenture is hereby amended as follows:

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 or other authorized third-party 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 Similarly Secured. 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 II
ADDITIONAL PROVISIONS

Section 2.1 Execution of 2024 Supplemental Indenture.

(a) This 2024 Supplemental Indenture may be simultaneously executed in several counterparts, including by facsimile or electronic (PDF) transmission, each of which, when so executed, shall be deemed to be an original and such counterparts shall together constitute one and the same instrument. The Trustee hereby verifies that the requirements set forth in Article X of the 2023 Indenture related to the effectiveness of this 2024 Supplemental Indenture have either been received and/or filed with the Trustee and therefore, this 2024 Supplemental Indenture is effective upon the Closing Date of the Series 2024 Bonds.

Section 2.2 Beneficiaries.

(a) This 2024 Supplemental Indenture shall inure to the benefit of and shall be binding upon the City and the Trustee and their respective successors and assigns.

Section 2.3 Recitals.

(a) The recitals contained herein shall be taken as the statements of the City, and the Trustee assumes no responsibility for nor makes any representations as to their correctness or the validity or sufficiency of this 2024 Supplemental Indenture or the consequences of any amendment provided herein.

Section 2.4 Indemnity.

(a) The indemnification provisions of the Trustee as set forth in the 2023 Indenture remain valid, effective, and binding provisions related to the Trustee, to the extent permitted by Applicable Law, and have not been modified since the City's authorization and execution of the 2023 Indenture (and are not modified herein).

Section 2.5 Construction.

(a) This 2024 Supplemental 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 2024 Supplemental Indenture.

Section 2.6 Statutory Verifications.

The Trustee makes the following representations and verifications to enable the City to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this 2024 Supplemental Indenture. As used in such verifications, "affiliate" means 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. Liability for breach of any such verification during the term of this 2024 Supplemental Indenture shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this 2024 Supplemental Indenture, notwithstanding anything in this 2024 Supplemental Indenture to the contrary.

(a) Not a Sanctioned Company. 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, Government Code. The foregoing representation 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.

(b) No Boycott of Israel. 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 this 2024 Supplemental Indenture. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. 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 this 2024 Supplemental Indenture. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. 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 2024 Supplemental Indenture. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

[*remainder of page left blank intentionally*]

IN WITNESS WHEREOF, the City and the Trustee have caused this Supplemental Indenture of Trust to be executed 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

EXHIBIT A

(a) Form of Series 2024 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 SERIES 2024 BOND.

REGISTERED REGISTERED

No. _____ $_____

United States of America
State of Texas

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(NORTH SKY PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1B PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 1, 20__	_____, 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 Series 2024 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 March 1, 2025, 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 Series 2024 Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Series 2024 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 Series 2024 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 Series 2024 Bond, the registered owner shall be the Person in whose name this Series 2024 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 Series 2024 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 Series 2024 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 Series 2024 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 " Series 2024 Bonds"), dated October 29, 2024, issued in the aggregate principal amount of $[ ] and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of March 1, 2023, as supplemented by the Supplemental Indenture of Trust, dated as of October 1, 2024 (together, the "Indenture"), each 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 Series 2024 Bonds, the Trustee, and the City, and the terms upon which the Series 2024 Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Series 2024 Bond hereby consents. All Bond Similarly Secured, including the Series 2024 Bonds, issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Series 2024 Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) funding a reserve fund for payment of principal and interest on the Bonds Similarly Secured, and (iii) paying costs of issuance of the Series 2024 Bonds.

The Series 2024 Bonds are limited obligations of the City payable solely from the Trust Estate as defined in the Indenture, and are secured on a parity with the Bonds Similarly Secured. 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 Series 2024 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 Series 2024 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 Series 2024 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 Series 2024 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 Principal and Interest Account of the Bond 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[ ]	
* 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	

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 a principal amount of Series 2024 Bonds of such maturity equal to the Sinking Fund Installment amount of such Series 2024 Bonds to be redeemed, shall call such Series 2024 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 Series 2024 Bonds of a Stated Maturity 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 Series 2024 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 Series 2024 Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Series 2024 Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Series 2024 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 in the Indenture and not previously credited to a mandatory sinking fund redemption.

The City reserves the right and option to redeem Series 2024 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.

The Series 2024 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 Series 2024 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, 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 Series 2024 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 Series 2024 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 Series 2024 Bonds are to be surrendered for payment, and, if less than all the Series 2024 Bonds Outstanding are to be redeemed, an identification of the Series 2024 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 Series 2024 Bonds, unless the Trustee has received funds sufficient to pay the redemption price of the Series 2024 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 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 Series 2024 Bonds, and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Series 2024 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 Series 2024 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 Similarly Secured at the time Outstanding, on behalf of the holders of all the Bonds Similarly Secured, 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 Series 2024 Bond or any predecessor Series 2024 Bond evidencing the same debt shall be conclusive and binding upon

such holder and upon all future holders thereof and of any Series 2024 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 Series 2024 Bond.

As provided in the Indenture, this Series 2024 Bond is transferable upon surrender of this Series 2024 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 Series 2024 Bond. Upon satisfaction of such requirements, one or more new fully registered Series 2024 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 Series 2024 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 Series 2024 Bond redeemed in part.

The City, the Trustee, and any other Person may treat the Person in whose name this Series 2024 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 Series 2024 Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Series 2024 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 SERIES 2024 BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Series 2024 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 Series 2024 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 Series 2024 Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Series 2024 Bond to be executed under the official seal of the City.

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 of the Series 2024 Bonds:

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 Series 2024 Bond, and that this Series 2024 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 Series 2024 Bonds of the series of Series 2024 Bonds referred to in the within mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
Dallas, Texas, as Trustee

DATED:_____

By:_____
Authorized Signatory

(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 Series 2024 Bond and all rights hereunder and hereby irrevocably constitutes and appoints_____ attorney to transfer the within Series 2024 Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date:_____ _____

Signature Guaranteed By:

_____

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Series 2024 Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

_____

Authorized Signatory

(e) Initial Bond. The Initial Bond of the Series 2024 Bonds 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 Series 2024 Bond the headings "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 Series 2024 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 1.2(d) of the 2024 Supplemental Indenture); and

(iii) the Initial Bond of the Series 2024 Bonds shall be numbered T-1.

EXHIBIT B

BOND PURCHASE AGREEMENT

$5,965,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(NORTH SKY PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1B PROJECT)

BOND PURCHASE AGREEMENT

October 8, 2024

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 $5,965,000 aggregate principal amount of the "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (North Sky Public Improvement District Improvement Area #1B Project)" (the "Bonds"), at a purchase price of $_____ (representing the aggregate principal amount of the Bonds, less an Underwriter's discount of $_____).

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

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 proceeds of the Bonds 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, 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, 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 October 29, 2024 (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 the Series 2024 Bond Ordinance enacted by the City Council of the City (the "City Council") on October 8, 2024, and shall be issued pursuant to the provisions of the PID Act, the Indenture of Trust, dated as of March 1, 2023, between the City and the Trustee (the "2023 Indenture"), and a Supplemental Indenture of Trust, dated as of October 1, 2024, between the City and the Trustee, authorizing the issuance of the Bonds (the "2024 Supplemental Indenture" and, together with the 2023 Indenture, 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, consisting primarily of the Assessment) levied pursuant to the Assessment Ordinance against the Assessed Property, 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 June 8, 2021, in accordance with the PID Act. The Service and Assessment Plan for the District was initially approved on February 14, 2023, and was updated on October 8, 2024, in connection with the issuance of the Bonds. The Creation Resolution, the Assessment Ordinance, the Series 2024 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 Series 2024

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. Initial Offering. The Underwriter agrees to make an initial offering of all of the Bonds in accordance with Section 4 hereof and to limit the initial offering of the Bonds to 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 the Issue Price Certificate (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 City's Financial Advisor (defined herein) 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

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 (5th) 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 (5th) business day after the sale date.

d. The Underwriter confirms that any selling group agreement and each retail 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 retail 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 retail 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 retail 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 retail 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:

(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 retail 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) at least 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 September [24], 2024 (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 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 (25th) 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 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 therein or under the captions and subcaptions "PLAN OF FINANCE" (except for the information under the subcaptions "– The Series 2024 Bonds"), "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BOOK-ENTRY ONLY SYSTEM," "THE IMPROVEMENT AREA #1 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER," "THE PID ADMINISTRATOR," "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," and "APPENDIX E-2." If such notification shall be subsequent to the Closing (defined herein), 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:

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;

(4) the Improvement Area #1 Reimbursement Agreement;

(5) the Improvement Area #1 Construction, Funding, and Acquisition Agreement; and

(6) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of October 1, 2024 (the "Continuing Disclosure Agreement of Issuer"), executed and delivered by the City, 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 Improvement Area #1 Reimbursement Agreement, (5) the Improvement Area #1 Construction, Funding, and Acquisition 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 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 Series 2024 Bond Ordinance, the Indenture, and the PID 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 Series 2024 Bond Ordinance, the PID 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 Series 2024 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 of default 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 the 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 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 lien on and pledge of the Trust Estate, consisting 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 PID Act on those parcels of land identified in the Improvement Area #1 Assessment Roll. According to the PID 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 lien on and pledge of the Trust Estate which secures 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;

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

(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/or warranty, as applicable in the legal context, 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's Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer an executed Developer's Letter of Representations (the "Developer's Letter of Representations") in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer as described in Section 10(e) hereof and set forth in Appendix E (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

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's 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 ordinances, 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's Letter of Representations, the Development Agreement, the Improvement Area #1 Reimbursement Agreement, the Improvement Area #1 Construction, Funding, and Acquisition Agreement, and the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of October 1, 2024, executed and delivered by the Developer, the PID Administrator, and the Dissemination Agent (the "Continuing Disclosure Agreement of Developer" and, together with the Developer's Letter of Representations, the Development Agreement, the Improvement Area #1 Reimbursement Agreement, and the Improvement Area #1 Construction, Funding, and Acquisition 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 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 or Underwriter's Counsel 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 sole and reasonable judgment, any of the following shall have occurred:

(i) 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:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either chamber 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 chamber of the Congress of the United States by a Committee of such chamber 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, and which in either case, makes it, in the reasonable judgment of

the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) 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 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

(3) 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; provided, however that such suspension in trading or any disruption in securities settlement, payment or clearance services is not in force on the date hereof; or

(4) 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; or

(5) 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

(6) 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

(7) 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 and the liens created thereby, such Assessments being the primary asset of the Trust Estate pledged to pay principal of and interest on the Bonds; or

(ii) 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

(iii) 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

(iv) 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

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) 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

(viii) 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 (ii), (vii) and (viii) 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.

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 such firm has reviewed the statements and information appearing in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE – The Series 2024 Bonds," "DESCRIPTION OF THE SERIES 2024 BONDS," "SECURITY FOR THE BONDS SIMILARLY SECURED," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS – Legal Proceedings" (first paragraph only), and "– 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 – Form of Indenture" and Bond Counsel is of the opinion that the information relating to the Bonds, the Series 2024 Bond Ordinance, the Assessment Ordinance, and the Indenture and legal issues contained under such captions, subcaptions, and appendix 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 Series 2024 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 Series 2024 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 Improvement Area #1 Reimbursement Agreement, the Improvement Area #1 Construction, Funding, and Acquisition 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 State law relating to governmental immunity applicable to governmental entities.

c. City Legal Opinion. An opinion of Messer Fort, PLLC ("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 Developer's Counsel. (i) An opinion of Developer's Counsel, substantially in the form of Appendix D hereto, dated the Closing Date, addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, and the Trustee; or in a form otherwise agreed upon by the City and the Underwriter.

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, signed by an appropriate City Representative, 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 all other 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 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 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) The Continuing Disclosure Agreement of Issuer, together with Section 10(o) hereof and Section 4 of the Series 2024 Bond Ordinance, satisfies the requirements contained in Rule 15c2-12(b)(5) of the Securities and Exchange Commission 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 (iii) below; and

(iii) 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 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, Developer's Counsel, and the Developer's engineer and consultants, 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 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 ("SEC") 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 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 or opinion with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum about any CUSIP numbers, financial, accounting, statistical, 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., or tax matters included or referred to therein or omitted therefrom. No responsibility is undertaken or view 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.

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 the 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. Reserved.

q. Letter of Representation of PID Administrator. The Letter of Representation of PID Administrator, 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.

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 Improvement Area #1 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 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. General Certificate of the Developer. The Developer shall have delivered to the Underwriter, Bond Counsel, and the City an executed General Certificate containing (i) fully executed copies of the Developer's organizational documents, (ii) a Certificate of Status from the Texas Secretary of State for the Developer, dated within 10 days of the Closing Date, and (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer, dated within 10 days of the Closing Date.

u. Rule 15c2-12 Certification. A resolution, an ordinance (including the Series 2024 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, the opinion of Bond Counsel described in Section 10(a) hereof, and all documents required to be delivered by the Developer.

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, 14, 16, and 22 hereof.

13. Term of Agreement. Except for surviving representations, warranties, and indemnities of the parties to this Agreement, the term of this Agreement terminates upon the "end of the underwriting period" (as defined in Rule 15c2-12) or, if earlier, exercise of a termination right (which may not be based on an existing or incipient breach of a verification).

14. 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 legal counsel and 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 for the benefit of the City, 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.

15. 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.

16. Parties in Interest; Survival of City Representations. 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 covenants contained in this Agreement shall remain operative and in full force and effect and survive delivery of and payment for the Bonds and any termination, regardless of any investigations made by or on behalf of the Underwriter.

17. Survival of Representations and Warranties of Third Parties. All representations and warranties of the parties, other than the City and the Underwriter, 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.

18. 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.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State.

20. 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.

21. 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.

22. Statutory Verifications. The Underwriter makes the following representation and covenants to enable the City to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means 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. § 230.405, and exists to make a profit. Liability for breach of any such verification during

the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. *Not a Sanctioned Company.* 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, Government Code. The foregoing representation 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.

b. *No Boycott of Israel.* 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. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

c. *No Discrimination Against Firearm Entities.* 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. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

d. *No Boycott of Energy Companies.* 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. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code

23. Form 1295. Submitted herewith (or on a date prior hereto) 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 thirtieth (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.

24. The Underwriter represents that it has, or will have prior to the date of Closing, on file with the Texas Attorney General a standing letter addressing the representation and verifications contained in Section 22 of this Agreement in a form accepted by the Texas Attorney General. In addition, if the Underwriter or the parent company, a wholly- or majority-owned subsidiary or another affiliate of the Underwriter receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a "Comptroller Request Letter"), such Underwriter shall promptly notify the City and Bond Counsel (if it has not already done so) and provide to the City or Bond Counsel, two business days prior to Closing and additionally upon request by the City or Bond Counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the City and the Texas Attorney General (the "Bringdown Verification"). The Bringdown Verification shall also confirm that the Underwriter (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Underwriter that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail.

25. 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.

Signature pages follow.

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

Accepted at _____ a.m./p.m. central time on the date first stated above.

City of Celina, Texas

By: _____
City Manager

SCHEDULE I

$5,965,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(NORTH SKY PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1B PROJECT)

Interest Accrues From: Closing Date

$_____ _____% Term Bonds, Due September 1, 20__, Priced to _____% [(a)(b)(c)(d)]
$_____ _____% Term Bonds, Due September 1, 20__, Priced to _____% [(a)(b)(c)(d)]
$_____ _____% Term Bonds, Due September 1, 20__, Priced to _____% [(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 and 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**

†

† Stated maturity.

APPENDIX A

FORM OF DEVELOPER'S LETTER OF REPRESENTATIONS

$5,965,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(NORTH SKY PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1B PROJECT)

DEVELOPER'S LETTER OF REPRESENTATIONS

October 8, 2024

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 of the $5,965,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (North Sky Public Improvement District Improvement Area #1B 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 – North Sky, LLC, a Texas limited liability company (the "Developer"), makes the representations, warranties, and covenants contained in this Developer's Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer's 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's Letter of Representations 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 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's 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 all maps included therein and under the captions and subcaptions "PLAN OF FINANCE" (except for the information under the subcaptions "– The Series 2024 Bonds"), "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," 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's Letter of Representations;

b. the Development Agreement, between the City and Pilatus Investments, LLC, approved by the City on February 9, 2021, assigned to the Developer, as amended;

c. the North Sky Public Improvement District Improvement Area #1 Reimbursement Agreement, effective February 14, 2023, between the City and the Developer;

d. the North Sky Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, effective February 14, 2023, between the City and the Developer, as supplemented on October 8, 2024, in connection with the issuance of the Bonds; and

e. the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of October 1, 2024, 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 since delivery to the City and the Underwriter 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. Other than as described in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, 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's 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.

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's 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.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer's 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's 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's Letter of Representations.

Signature page follows.

Dated: October 8, 2024

CCD – North Sky, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

APPENDIX B

$5,965,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(NORTH SKY PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1B 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 for the Bonds, FMS has 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 distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has 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-

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 October 8, 2024.

(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.

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, Bond Counsel, 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.

EXECUTED and DELIVERED as of this October ___, 2024

FMSbonds, Inc.,
as Underwriter

By:_____
Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(*Attached*)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

APPENDIX C

LETTERHEAD OF MESSER FORT, PLLC

October 29, 2024

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

$5,965,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(NORTH SKY PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1B 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 $5,965,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (North Sky Public Improvement District Improvement Area #1B 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 October 8, 2024 (the "Series 2024 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"), the Indenture of Trust, dated as of March 1, 2023 (the "2023 Indenture"), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and the Supplemental Indenture of Trust, dated as of October 1, 2024, by and between the City and the Trustee, authorizing the issuance of the Bonds (the "2024 Supplemental Indenture" and, together with the 2023 Indenture, the "Indenture"). The Bonds are being sold to FMSbonds, Inc. pursuant to the Bond Purchase Agreement dated October 8, 2024, 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.

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. 2021-39R enacted by the City Council on June 8, 2021 (the "Creation Resolution").

(b) The Assessment Ordinance.

(c) The Series 2024 Bond Ordinance.

(e) The Indenture.

(f) The Development Agreement, as amended, between the City and Pilatus Investments, LLC, approved by the City of February 9, 2021, assigned to CCD – North Sky, LLC, a Texas limited liability company (the "Developer").

(g) The North Sky Public Improvement District Improvement Area #1 Reimbursement Agreement, effective February 14, 2023, between the City and the Developer.

(h) The North Sky Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, effective February 14, 2023, between the City and the Developer, as supplemented on October 8, 2024, in connection with the issuance of the Bonds.

(i) That certain Continuing Disclosure Agreement of the Issuer with respect to the Bonds, dated as of October 1, 2024, 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 Series 2024 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 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 decision 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, 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:

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 – General" and "– Powers and Authority of the City," "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 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.

(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 Series 2024 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, PLLC

By: Julie Fort
City Attorney

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 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

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.

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).

APPENDIX D

October 29, 2024

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, PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

$5,965,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(NORTH SKY PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1B PROJECT)

Ladies and Gentlemen:

I. Introduction

We have acted as special counsel to CCD – North Sky, LLC, a Texas limited liability company (the "Developer"), in connection with the issuance and sale by the City of Celina, Texas (the "City"), of $5,965,000 City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (North Sky Public Improvement District Improvement Area #1B Project) (the "Bonds"), pursuant to the Indenture of Trust, dated as of March 1, 2023 (the "2023 Indenture"), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and the Supplemental Indenture of Trust, dated as of October 1, 2024, by and between the City and the Trustee, authorizing the issuance of the Bonds (the "2024 Supplemental Indenture" and, together with the 2023 Indenture, the "Indenture"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "North Sky" (the "Development") located 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 October 8, 2024 (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.

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, as amended, between the City and Pilatus Investments, LLC, approved by the City on February 9, 2021, assigned to the Developer;

(2) the North Sky Public Improvement District Improvement Area #1 Reimbursement Agreement, effective February 14, 2023, between the City and the Developer;

(3) the North Sky Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, effective February 14, 2023, between the City and the Developer, as supplemented on October 8, 2024, in connection with the issuance of the Bonds;

(4) the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of October 1, 2024, 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's Letter of Representations, effective as of October 8, 2024, relating to the Bonds;

(6) the Developer Closing Certificate with respect to the Bonds, dated October 29, 2024; and

(7) the General Certificate of the Developer with respect to the Bonds, effective as of October 29, 2024 (the "Developer Certificate").

(b) The Preliminary Limited Offering Memorandum, dated September [24], 2024, relating to the issuance of the Bonds (the "Preliminary Limited Offering Memorandum");

(c) The final Limited Offering Memorandum, dated October 8, 2024, 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.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer), 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 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.

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 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

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" (other than the subcaption "– The Series 2024 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 October 8, 2024, 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

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 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.

(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,

APPENDIX E

DEVELOPER CLOSING CERTIFICATE

CCD – North Sky, 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 $5,965,000 aggregate principal amount of Special Assessment Revenue Bonds, Series 2024 (North Sky Public Improvement District Improvement Area #1B Project) (the "Bonds"), pursuant to the Preliminary Limited Offering Memorandum, dated September [24], 2024 (the "Preliminary Limited Offering Memorandum"), and Limited Offering Memorandum dated October 8, 2024 (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, except as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or similar laws or equitable principles affecting the rights of creditors generally:

(a) the Developer's Letter of Representations, dated October 8, 2024;

(b) the Development Agreement, between the City and Pilatus Investments, LLC, approved by the City on February 9, 2021, assigned to the Developer (as amended, the "Development Agreement");

(c) the North Sky Public Improvement District Improvement Area #1 Reimbursement Agreement, effective February 14, 2023, between the City and the Developer (the "Reimbursement Agreement");

(d) the North Sky Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement, effective February 14, 2023, between the City and the Developer, as supplemented on October 8, 2024, in connection with the issuance of the Bonds (the "Construction Funding Agreement");

(e) the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of October 1, 2024, 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 Improvement Area #1 of 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 subcaption "– The Series 2024 Bonds"), "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," and "APPENDIX G" (collectively, the "Developer Disclosures") and certifies that the information contained in the Developer Disclosures is true and correct and 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 the light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum, and as of the date of the Limited Offering Memorandum; 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.

11. The Developer has reviewed and approved the information contained in the Developer Disclosures in the Limited Offering Memorandum and certifies that the same is true and correct and does not 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 Improvement Area #1 of 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 Improvement Area #1 of 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 the 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.

Dated: October 29, 2024

DEVELOPER:

CCD – North Sky, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

APPENDIX F

LETTERHEAD OF MUNICAP, INC.

October __, 2024

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 2024 (North Sky Public Improvement District Improvement Area #1B 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 North Sky 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 September [24], 2024, and the final Limited Offering Memorandum for the Bonds, dated October 8, 2024 (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. At the request of the City, MuniCap has prepared the SAP and acknowledges and agrees that the SAP will be included in the Limited Offering Memorandum for the Bonds.

3. To the best of our professional knowledge and belief, the portions of the Limited Offering Memorandum described in paragraph 1 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.

4. 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.

5. 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 October 29,

2024) 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.

6. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

MUNICAP, INC.

By: _____

Its: _____

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(NORTH SKY PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1B PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer, dated as of October 1, 2024 (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., acting solely in its capacity as dissemination agent (the "Dissemination Agent"), with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2024 (North Sky Public Improvement District Improvement Area #1B 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 Supplemental Indenture of Trust, dated as of October 1, 2024, by and between the Issuer and the Trustee, relating to the Bonds, which supplements the Indenture of Trust, dated as of March 1, 2023, by and between the Issuer and the Trustee (together, the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, 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 have the meaning assigned to such term in the Indenture. The initial Administrator is MuniCap, Inc.

"Annual Collections Report" shall mean any Annual Collections Report provided by the Issuer pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Annual Collections Report Filing Date" shall mean, for each Fiscal Year succeeding the reporting Fiscal Year, the date that is three (3) months after the Final Assessment Payment Date, which Annual Collections Report Filing Date is currently April 30.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in subsection 4(a) of this Disclosure Agreement.

"Annual Installment" shall have the meaning assigned to such term in the Indenture.

"Annual Issuer Report" shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Annual Issuer Report Filing Date" shall mean, for each Fiscal Year, the date that is six (6) months after the end of the Issuer's Fiscal Year, which Annual Issuer Report Filing Date is currently March 31.

"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.

"Business Day" shall have the meaning assigned to such term in the Indenture.

"Collections Reporting Date" shall mean, for each Tax Year, the date that is one (1) month after the Delinquency Date, which Collections Reporting Date is currently March 1.

"Delinquency Date" shall mean February 1 of the year following the year in which the Assessments were billed or as may be otherwise defined in Section 31.02 of the Texas Tax Code, as amended.

"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 October 1, 2024, 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 North Sky Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access service currently available on the internet at http://emma.msrb.org.

"Final Assessment Payment Date" shall mean the calendar day preceding the Delinquency Date.

"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 September 30.

"Improvement Area #1" shall have the meaning assigned to such term in the Indenture.

"Listed Events" shall mean any of the events listed in subsection 6(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 reports 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.

"Prepayment" shall have the meaning assigned to such term in the Indenture.

"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.

"Tax Year" means the calendar year, or as may be otherwise defined in Section 1.04 of the Texas Tax Code, as amended.

"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 Issuer Reports.

(a) For each Fiscal Year, commencing with the Fiscal Year ending September 30, 2025, the Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, not later than the Annual Issuer Report Filing Date, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement. The Annual Issuer Report may, but is not required to, include the audited financial statements of the Issuer and the failure to include the audited financial statements as a part of the Annual Issuer Report shall not violate the Issuer's obligations under this Disclosure Agreement provided the Issuer provides its audited financial statements within twelve (12) months of the most recently ended Fiscal Year or, if the audited financial statements are not available within such twelve-month period, the Issuer provides its unaudited financial statements within such twelve-month period, and provides audited financial statements when and if available. In each case, the Annual Issuer Report 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 Annual Issuer Report Filing Date. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than ten (10) days prior to the Annual Issuer Report Filing Date, the Issuer shall provide the Annual Issuer Report to the Dissemination Agent together with written direction to file such Annual Issuer Report with the MSRB. The Dissemination Agent shall provide such Annual Issuer Report to the MSRB not later than ten (10) days from receipt of such Annual Issuer Report from the Issuer, but in no event later than the Annual Issuer Report Filing Date for such Fiscal Year.

If by the fifth (5th) day before the Annual Issuer Report Filing Date the Dissemination Agent has not received a copy of the Annual Issuer Report, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Issuer Report pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Issuer Report no later than two (2) Business Days prior to the Annual Issuer Report Filing Date, or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Issuer Report by the Annual Issuer Report Filing Date, state the date by which the Annual Issuer Report for such year will be provided, and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Issuer Report or the notice of failure to file, as applicable, to the MSRB no later than the Annual Issuer Report Filing Date; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than the last Business Day prior to the Annual Issuer Report Filing Date; or the Issuer will notify the Dissemination Agent in writing that the Issuer will provide or cause to be provided the Annual Issuer Report to the MSRB through alternate means. If the Issuer so notifies the Dissemination Agent, the Issuer will provide the Dissemination Agent with a written report certifying that the Annual Issuer Report has been provided to the MSRB pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB prior to the second (2nd) Business Day prior to the Annual Issuer Report Filing Date. In the event the Issuer fails to provide the Dissemination Agent with such a report, the Dissemination Agent shall file a notice of failure to file no later than the last Business Day prior to the applicable Annual Issuer Report Filing Date.

(b) The Issuer shall or shall cause the Dissemination Agent pursuant to written direction to:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report; and

(ii) file the Annual Issuer Report 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 Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall provide written confirmation to the Issuer verifying that the Annual Issuer Report 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 Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Issuer Report Filing Date, the following:

(a) *Annual Financial Information*. The following Annual Financial Information (any or all of which may be unaudited):

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date(s), the interest rate(s), the original aggregate principal amount(s), the principal amount(s) remaining Outstanding, and the total interest amount due on the aggregate principal amount Outstanding;

(B) The amounts in the funds and accounts securing the Bonds and a description of the related investments;

(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) of Exhibit B attached hereto. Such information shall be provided as of the end of the reporting Fiscal Year;

(iii) Any updates to the Service and Assessment Plan, including the Annual Service Plan Update;

(iv) 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*. The audited financial statements of the Issuer for the most recently ended Fiscal Year, 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, *but only if* available by the Annual Issuer Report Filing Date. If the audited financial statements of the Issuer are not available within twelve months after the end of the Fiscal Year, the Issuer shall provide notice that the audited financial statements are not available, file unaudited financial statements within such twelve-month period, and file audited financial statements when prepared and available.

(c) A form for submitting the information described in subsection 4(a) above is attached as Exhibit B hereto. 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.

The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design, and other elements comprising substantive contents of the Annual Issuer Reports under this Section 4.

SECTION 5. Annual Collections Report.

(a) For each Fiscal Year succeeding the reporting Fiscal Year, the Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, not later than the Annual Collections Report Filing Date, an Annual Collections Report provided to the Dissemination Agent which complies with the requirements specified in this Section 5; provided that the Issuer may provide the Annual Collections Report as part of the Annual Issuer Report, if such Annual Collections Report is available when the Annual Issuer Report is provided to the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than ten (10) days prior to the Annual Collections Report Filing Date, the Issuer shall provide the Annual Collections Report to the Dissemination Agent together with written direction to file such Annual Collections Report with the MSRB. The Dissemination Agent shall provide such Annual Collections Report to the MSRB not later than ten (10) days from receipt of such Annual Collections Report from the Issuer, but in no event later than the Annual Collections Report Filing Date.

If by the fifth (5th) day before the Annual Collections Report Filing Date the Dissemination Agent has not received a copy of the Annual Collections Report, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Collections Report pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Collections Report no later than two (2) Business Days prior to the Annual Collections Report Filing Date, or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Collections Report by the Annual Collections Report Filing Date, state the date by which the Annual Collections Report for such year will be provided, and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A hereto; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Collections Report or the notice of failure to file, as applicable, to the MSRB no later than the Annual Collections Report Filing Date; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than the last Business Day prior to the Annual Collections Report Filing Date; or the Issuer will notify the Dissemination Agent in writing that the Issuer will provide or cause to be provided the Annual Collections Report to the MSRB through alternate means. If the Issuer so notifies the Dissemination Agent, the Issuer will provide the Dissemination Agent with a written report certifying that the Annual Collections Report has been provided to the MSRB pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB prior to the second (2nd) Business Day prior to the Annual Collections Report Filing Date. In the event the Issuer fails to provide the Dissemination Agent with such a report, the Dissemination Agent shall file a notice of failure to file no later than the last Business Day prior to the applicable Annual Collections Report Filing Date.

(b) The Annual Collections Report for the Bonds shall contain, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Collections Report Filing Date, certain financial information and operating data with respect to collection of the Assessments of the general type and in substantially similar form to that shown in the tables provided in Exhibit C attached hereto. Such information shall cover the period beginning the first (1st) day of the

Fiscal Year succeeding the reporting Fiscal Year through the Collections Reporting Date. If the State Legislature amends the definition of Delinquency Date or Tax Year, the Issuer shall file notice of such change or changes with the MSRB prior to the next Annual Collections Report Filing Date. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Collections Report. In all cases, the Issuer shall have the sole responsibility for the content, design, and other elements comprising substantive contents of the Annual Collections Report under this Section 5.

SECTION 6. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 6, 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.

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 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. For the avoidance of doubt, 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 6 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 to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than three (3) Business Days 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; provided, however, the failure of the Issuer to provide timely written notice to the Dissemination Agent in accordance with this paragraph shall not constitute a failure of the Dissemination Agent to comply with the MSRB's ten (10) Business Day filing requirement.

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.

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 6. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 6 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than five (5) 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 in writing 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 two (2) Business Days following the day on which it receives such written instructions. 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 Trustee, any Owner or beneficial owner of any interests in the Bonds, or any other party 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 any of numbers 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 the 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 7. 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 and the Administrator of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Administrator and the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until they receive 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 and the Administrator 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 6(a).

SECTION 8. 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, with or without appointing a successor Dissemination Agent. If the Issuer discharges the Dissemination Agent without appointing a successor Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within 30 days of such discharge. The Dissemination Agent may resign at any time with 30 days' written notice to the Issuer. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination 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 Continuing Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Continuing Disclosure Agreement of Developer.

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer, the Administrator, and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested in writing by the Issuer or the Administrator), 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, 5, or 6(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, 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 6(a), and (ii) the Annual Financial Information for the 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 10. 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 Issuer Report, Annual Collections Report, 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 Issuer Report, Annual Collections Report, 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 Issuer Report, Annual Collections Report, or notice of occurrence of a Listed Event.

SECTION 11. 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 written request of 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 shall not be deemed a default under the Disclosure Agreement of Developer and a default under the Disclosure Agreement of Developer shall not be deemed a default under this Disclosure Agreement.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. 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 indemnify and hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only from Assessments collected for Administrative Expenses from the property owners in Improvement Area #1, against any losses, expenses, 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 arising under this Disclosure Agreement, but excluding: (i) liabilities due to the Dissemination Agent's negligence or willful misconduct, and (ii) liabilities resulting from claims made by the Issuer against Dissemination Agent; provided, however, that nothing herein shall be construed to require the Issuer to indemnify and hold harmless 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 termination of this Disclosure Agreement, 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. If the Issuer does not provide the Dissemination Agent with the Annual Issuer Report in accordance with subsection 3(a) or the Annual Collections Report in accordance with subsection 5(a), the Dissemination Agent shall not be responsible for the failure to submit an Annual Issuer Report or an Annual Collections Report, as applicable, to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder.

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 its 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.

The Issuer, the Administrator, and the Dissemination Agent agree that the legal expenses of Administrator, which it is expressly entitled to be paid under this paragraph 12(a), are "Administrative Expenses", as such term is defined in the Indenture.

(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 from Assessments collected for Administrative Expenses from the property owners in Improvement Area #1, against any loss, expense and liabilities which Administrator 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 arising under this Disclosure Agreement, but excluding: (i) liabilities due to the Administrator's negligence or willful misconduct, and (ii) liabilities resulting from claims made by the Issuer against Administrator; provided, however, that nothing herein shall be construed to require the Issuer to indemnify or hold harmless 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 its 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.

The Issuer, the Administrator, and the Dissemination Agent agree that the legal expenses of Administrator, which it is expressly entitled to be paid under this paragraph 12(b), are "Administrative Expenses", as such term is defined in the Indenture.

(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 ANY PARTY TO THIS DISCLOSURE AGREEMENT, 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. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 13. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit D 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 14. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or the 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, officers, agents, or employees of the Issuer, the Administrator, or the Dissemination Agent in other than that person's official capacity.

SECTION 15. 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 16. 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 17. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, 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 18. 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 Improvement Area #1, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 19. Statutory Verifications. The Dissemination Agent and the Administrator, each individually, make the following representation and verifications to enable the Issuer to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Disclosure Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator, as the case may be, within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Disclosure Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Disclosure Agreement, notwithstanding anything in this Disclosure Agreement to the contrary.

(a) *Not a Sanctioned Company*. The Dissemination Agent and the Administrator, each individually, 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, Government Code. The foregoing representation excludes the Dissemination Agent and the Administrator 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.

(b) *No Boycott of Israel*. The Dissemination Agent and the Administrator, each individually, 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. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) *No Discrimination Against Firearm Entities*. The Dissemination Agent and the Administrator, each individually, 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. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) *No Boycott of Energy Companies*. The Dissemination Agent and the Administrator, each individually, 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. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

SECTION 20. 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. Submitted herewith is a completed Form 1295 in connection with the Administrator's participation in the execution of this Disclosure 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 Issuer hereby

confirms receipt of the Form 1295 from the Administrator, and the Issuer agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Administrator and the Issuer understand and agree that, with the exception of information identifying the Issuer and the contract identification number, neither the Issuer 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 Administrator; and, neither the Issuer nor its consultants have verified such information.

SECTION 21. Governing Law and Venue. This Disclosure Agreement shall be governed by the laws of the State of Texas. Venue of any action to enforce the rights and privileges existing under this Disclosure Agreement shall be brought in the state district court of Collin County, Texas.

SECTION 22. 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.

CITY OF CELINA, TEXAS

By: _____
City Manager

HTS Continuing Disclosure Services, a division of
Hilltop Securities, Inc.,
(as Dissemination Agent)

By: _____
Authorized Officer

MuniCap, Inc.
(as Administrator)

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE
[ANNUAL ISSUER REPORT][ANNUAL COLLECTIONS REPORT]
[AUDITED/UNAUDITED FINANCIAL STATEMENTS]

Name of Issuer:	City of Celina, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2024 (North Sky Public Improvement District Improvement Area #1B Project) (the "Bonds")
CUSIP Nos.	[insert CUSIP Nos.]
Date of Delivery:	_____, 20__

NOTICE IS HEREBY GIVEN that the City of Celina, Texas (the "Issuer"), has not provided [an Annual Issuer Report][an Annual Collections Report][audited/unaudited financial statements] with respect to the Bonds as required by the Continuing Disclosure Agreement of Issuer dated as of October 1, 2024, by and among 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 Issuer Report][the Annual Collections Report][audited/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
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Celina, Texas

EXHIBIT B

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(NORTH SKY PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

ANNUAL FINANCIAL INFORMATION [*]

Delivery Date: _____, 20__

CUSIP Nos: [insert CUSIP Nos.]

DISSEMINATION AGENT

Name: HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc.
Address: [_____]
City: [_]
Telephone: (___) ___-____
Contact Person: Attn: _____

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[(1)]	Book Value[(1)]	Market Value[(1)]

[(1)] According to account balance statement dated as of [insert date] as provided by the Trustee.

[_____]
[*Excluding audited financial statements of the Issuer.]

Section 4(a)(i)(C)

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)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AND IN SUBSTANTIALLY SIMILAR FORM PROVIDED IN THE FOLLOWING TABLES AS OF THE END OF THE FISCAL YEAR

Debt Service Requirements on the Bonds

Year Ending (September 30)	Principal	Interest	Total

Top [Five] 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; may be fewer than five.

Assessed Value of Improvement Area #1 of the District

The [YEAR] certified total assessed value for the Assessed Property in Improvement Area #1 of the District is approximately $[AMOUNT] according to the Collin County Appraisal District.

[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 Annual Installments]

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__.

* Include the following bracketed tables if a separate Annual Collections Report will not be prepared.

[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 for the Past Five Fiscal Years]

Fiscal Year Ended (9/30)	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
		$		$
20__				
20__				
20__				
20__				

[insert any necessary footnotes]

ITEMS REQUIRED BY SECTION 4(a)(iii) – [(v)/(vi)]

[Insert a line item for each applicable listing]

EXHIBIT C

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(NORTH SKY PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1B PROJECT)

ANNUAL COLLECTIONS REPORT

Delivery Date: _____, 20__

CUSIP Nos: [insert CUSIP Nos.]

DISSEMINATION AGENT

Name: HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc.
Address: [_____]
City: [_____, Texas _____]
Telephone: (___) ___-____
Contact Person: Attn: _____

SELECT FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE COLLECTION OF ASSESSMENTS COVERING THE PERIOD BEGINNING WITH THE FIRST DAY OF THE FISCAL YEAR SUCCEEDING THE REPORTING FISCAL YEAR THROUGH THE COLLECTIONS REPORTING DATE PROVIDED IN COMPLIANCE WITH SUBSECTION 5(A) OF THE ISSUER'S DISCLOSURE AGREEMENT

Foreclosure History Related To The Annual Installments[(1)]

Succeeding Fiscal Year	Delinquent Annual Installment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Annual Installment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
20__	$		$		$

(i) Period covered includes October 1, 20__ through March 1, 20__.

Collection and Delinquency of Annual Installments [(1)]

Succeeding Fiscal Year 20__	Total Annual Installments Levied $	Parcels Levied[(2)]	Delinquent Amount as of 3/1 $	Delinquent % as of 3/1 %	Total Annual Installments Collected[(3)] $

[(1)] Period covered includes October 1, 20__ through March 1, 20__.

[(2)] 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.

[(3)] [Does/does not] include interest and penalties.

Prepayment of Assessments[(1)]

Succeeding Fiscal Year	Number of Prepayments	Amount of Prepayments $	Bond Call Date	Amount of Bonds Redeemed $

[(1)] Period covered includes October 1, 20__ through March 1, 20__.

EXHIBIT D

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.
	15	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. Issuer and 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	Trustee pays bond interest payments to Owners.
April 1	59/60	At this point, if total delinquencies are under 5% and if there is adequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account for full 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 deficiency. 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 such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.
July 1	**152/153**	**If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for**

[1] Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of 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 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, an amendment to the Code, or otherwise, such modifications shall control.

		transfer to the Principal and Interest Account of such amounts as shall be required for the full September payment, Issuer and/or Administrator to notify Dissemination Agent in writing for inclusion in the next Annual Report. **Preliminary Foreclosure activity commences in accordance with Tax Assessor/Collector's procedures.** 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, 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 and the Trustee. The goal for the foreclosure actions is a filing by no later than August 15. **Foreclosure action to be filed with the court as soon as practicable, in accordance with the Tax Assessor/Collector's procedures**. **Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing for inclusion in next Annual Report**.

A committee of not less than twenty-five percent (25%) of the Owners may request a meeting with the Issuer to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day thirty (30) if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed five percent (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 Annual Installments of Assessments.

EXHIBIT D

SUPPLEMENTAL CFA

SUPPLEMENT TO NORTH SKY PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

THIS SUPPLEMENT TO NORTH SKY PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this "Supplement"), dated as of October 8, 2024, is by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality of the State of Texas (the "City"), and **CCD – NORTH SKY, LLC**, a Texas limited liability company (the "Developer").

ARTICLE I
RECITALS

WHEREAS, the City and Developer entered into that certain North Sky Public Improvement District Improvement Area #1 Construction, Funding, and Acquisition Agreement dated as of February 14, 2023 (the "Construction, Funding, and Acquisition Agreement").

WHEREAS, the Construction, Funding, and Acquisition Agreement provides certain terms and conditions relating to the disbursement of funds from the Improvement Area #1 Improvements Account and Improvement Area #1 Major Improvements Account for the payment of the Improvement Area #1 Improvements and Improvement Area #1 Major Improvements.

WHEREAS, the City Council desires to issue the Series 2024 Bonds (as defined herein) in accordance with the terms of the Indenture and that certain Supplemental Indenture (as defined herein) and the PID Act.

WHEREAS, the Construction, Funding, and Acquisition Agreement may be amended by a written supplement executed by the parties thereto in accordance with Section 9.10 of the Construction, Funding, and Acquisition Agreement.

WHEREAS, the City and Developer desire to supplement certain terms and provisions of the Construction, Funding, and Acquisition Agreement, as set forth in this Supplement, to account for the 2024 Bonds.

All capitalized terms used in this Supplement but not defined herein shall have the meaning assigned to such terms in the Construction, Funding, and Acquisition Agreement.

ARTICLE II
AGREEMENTS

NOW, THEREFORE, for and in consideration of the terms and obligations contained in this Supplement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

2.01 Recitals. The recitals set forth above are true and correct and are incorporated into this Supplement by reference for all purposes.

2.02 Effect of Construction, Funding, and Acquisition Agreement. Except as modified by this Supplement, the terms, conditions, and provisions of the Construction, Funding, and Acquisition Agreement remain in full force and effect.

2.03 Supplemental Provisions. Article I of the Construction, Funding, and Acquisition Agreement is hereby supplemented to include the following definitions:

"2023 Indenture" means that certain Indenture of Trust, dated as of March 1, 2023, executed and delivered by and between the City and U.S. Bank Trust Company, National Association.

"2024 Supplemental Indenture" means that certain Supplemental Indenture of Trust, dated as of October 1, 2024, executed and delivered by and between the City and U.S. Bank Trust Company, National Association.

"2023 Bonds" means the City's bonds designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (North Sky Public Improvement District Improvement Area #1 Project)"

"2024 Bonds" means the City's bonds designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (North Sky Public Improvement District Improvement Area #1B Project)".

2.04 Amended Provisions. The following defined terms in Article I of the Construction, Funding, and Acquisition Agreement are hereby amended as follows:

"Bond Ordinance" means, with respect to the 2023 Bonds, the ordinance adopted by the City Council on February 14, 2023 authorizing the issuance of the 2023 Bonds pursuant to the 2023 Indenture, and with respect to the 2024 Bonds, the ordinance adopted by the City Council on October 8, 2024 authorizing the issuance of the 2024 Bonds pursuant to the Indenture.

"Bonds" means the 2023 Bonds and the 2024 Bonds.

"Indenture" means the 2023 Indenture, as supplemented by the 2024 Supplemental Indenture.

"Service and Assessment Plan" means the North Sky Public Improvement District Service and Assessment Plan adopted by a City ordinance on February 14, 2023 by the City Council, prepared pursuant to the Act, as updated on October 7, 2024 in connection with the issuance of the 2024 Bonds.

ARTICLE III
MISCELLANEOUS

3.01. Severability. If any part of this Supplement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Supplement shall be given effect to the fullest extent possible.

3.02 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Supplement 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 Supplement thereafter.

3.03. 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 Supplement shall be binding.

3.04. Parties in Interest. Nothing in this Supplement, 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 Supplement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Supplement 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.

3.05. Counterparts. This Supplement may be executed in counterparts, each of which shall be deemed an original.

3.06 Effective Date. This Supplement 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 (as defined in the Supplemental Indenture) of the 2024 Bonds, by the parties hereto. All representations and warranties set forth therein shall be deemed to have been made on the Closing Date (as defined in the Supplemental Indenture) of the 2024 Bonds.

3.07. Statutory Verifications**.** The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Supplement. As used in such verifications, "affiliate" means 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. Liability for breach of any such verification during the term of this Supplement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Supplement, notwithstanding anything in this Supplement to the contrary.

a. Not a Sanctioned 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, Government Code. The foregoing representation 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.

b. No Boycott of Israel. 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 Supplement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. 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 Supplement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. 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 Supplement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

3.11. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer's participation in the execution of this Supplement 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 Developer, 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 Developer 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 Developer; and, neither the City nor its consultants have verified such information.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed as of _____, 2024.

CITY OF CELINA, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:

_____
Name: _____
Title: City Secretary

(City Seal)

DEVELOPER:

CCD – NORTH SKY, LLC,
a Texas limited liability company

By:_____
Name:_____
Title: _____

EXHIBIT E

UPDATED SERVICE AND ASSESSMENT PLAN

NORTH SKY
PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

SERVICE AND ASSESSMENT PLAN

February 14, 2023

As Updated for Improvement Area #1B Bonds on

October 8, 2024

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

NORTH SKY
PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On June 8, 2021, the City Council of the City of Celina, Texas passed and approved Resolution No. 2021-39R approving and authorizing the creation of the North Sky 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 City annexed the property within the PID on March 15, 2022.

On February 14, 2023, the City Council approved two ordinances which levied Assessments against the Improvement Area #1 Assessed Property and the Major Improvement Area Assessed Property in connection with the issuance of the Series 2023 Improvement Area #1 Bonds and the Major Improvement Area Bonds to finance the Improvement Area #1 Projects and the Major Improvement Area Projects, respectively, and which also approved the North Sky Public Improvement District Service and Assessment Plan (the "2023 Service and Assessment Plan").

The 2023 Service and Assessment Plan, as heretofore updated, is being updated as this Service and Assessment Plan in connection with the issuance of the Series 2024 Improvement Area #1 Bonds.

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 North Sky 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.

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, and (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 up to 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 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, 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.

"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.

"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 CCD – North Sky, LLC, a Texas limited liability company.

"Development Agreement" means that certain North Sky Development Agreement by and between the City and Pilatus Investments, LLC, approved by the City on February 9, 2021, as assigned to the 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 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. The Parcels within a Future Improvement Area will be assessed in connection with the issuance of Future Improvement Area 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.

"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" means those Authorized Improvements associated with any Future Improvement Area(s).

"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.

"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, collectively those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (North Sky Public Improvement District Improvement Area #1 Project) and those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (North Sky Public Improvement District Improvement Area #1B Project) that are secured primarily by 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 (65 Ft) - $45,443.22
Lot Type 2 (55 Ft) - $39,990.03
Lot Type 3 (40 Ft) - $33,627.98

"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 North Sky Public Improvement District Improvement Area #1 Reimbursement Agreement dated February 14, 2023 by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Improvement Area #1 Projects and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act. Following the issuance of the Series 2024 Bonds, the Improvement Area #1 Reimbursement Agreement will be satisfied and will be terminated.

"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" mean 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 (North Sky Public Improvement District Major Improvement Area Project) that are secured primarily by Major Improvement Area Assessment Revenues.

"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" or "MI" mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider 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.

"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.

"Series 2023 Improvement Area #1 Bonds" means those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (North Sky Public Improvement District Improvement Area #1 Project).

"Series 2024 Improvement Area #1 Bonds" means those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (North Sky Public Improvement District Improvement Area #1B Project).

"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.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the corporate limits of the City and contains approximately 220.1 acres of land. A map of the property within the PID is shown on Appendix A and further described in Appendix C-1 to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 786 single family residential 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

Proposed Development	Quantity	Measurement
Single-Family - 65 Ft	234	Units
Single-Family - 55 Ft	326	Units
Single-Family - 40 Ft	226	Units
Total	**786**	**Units**

B. PROPERTY INCLUDED IN IMPROVEMENT AREA #1

Improvement Area #1 consists of approximately 83.2 acres and is projected to consist of 322 single family residential units, to be developed as Improvement Area #1, 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-2.

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 - 65 Ft	109	Units
Single-Family - 55 Ft	102	Units
Single-Family - 40 Ft	111	Units
Total	**322**	**Units**

C. PROPERTY INCLUDED IN THE MAJOR IMPROVEMENT AREA (FUTURE IMPROVEMENT AREAS)

The Major Improvement Area consists of approximately 136.9 acres and is projected to consist of approximately 464 residential units. A map of the property within the Major Improvement Area is shown in Appendix A and further described in Appendix C-3.

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 - 65 Ft	125	Units
Single-Family - 55 Ft	224	Units
Single-Family - 40 Ft	115	Units
Total	**464**	**Units**

As Future Improvement Areas are developed, Future Improvement Area Bonds may be issued and/or related reimbursement agreements may be executed for each Future Improvement Area. In connection with the issuance of each new Future Improvement Area Bond and/or each related reimbursement agreement, this Service and Assessment Plan will be updated to add additional details of each Future Improvement Area(s) 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 Area(s) 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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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.

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

Offsite:

The offsite 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 offsite sanitary sewer improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City. See Appendix B for cost allocation by Kimley Horn between property located within the PID and property located outside of the PID. Amounts shown in Table III-A represent the PID allocable portion of the offsite sanitary sewer improvements.

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.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portions 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 Original Major Improvement Costs	Budget Changes	Total Revised Major Improvement Costs	Improvement Area #1 Allocated Amount[1]	Major Improvement Area Allocated Amount[1]
Roadway improvements	$1,471,458	$0	$1,471,458	$600,669	$870,788
Water improvements	$332,800	$0	$332,800	$135,854	$196,946
Offsite sanitary sewer improvements[2]	$1,409,001	$0	$1,409,001	$575,173	$833,827
Storm drainage improvements	$545,502	$0	$545,502	$222,681	$322,820
Other soft and miscellaneous costs	$773,506	$114,650	$888,156	$362,557	$525,598
Total Authorized Improvements	**$4,532,266**	**$114,650**	**$4,646,916**	**$1,896,935**	**$2,749,981**

Note: Costs provided by Kimley Horn and have been updated based on information from the Developer. 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.
[2]Amount represents the PID allocable portion of the offsite sanitary sewer improvements. See Appendix B for allocation of offsite sanitary sewer improvements to property located within the PID and property located outside of the PID. Source: Kimley Horn.

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 Projects 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.

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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.

Sanitary Sewer Improvements

Onsite:

The onsite 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 portions 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.

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Table III-B
Budgeted Costs – Improvement Area #1 Projects

Authorized Improvements	Original Improvement Area #1 Improvements	Budget Changes	Revised Improvement Area #1 Improvements	Improvement Area #1's Proportional Share of Major Improvements[1]	Total Improvement Area #1 Projects[2]
Roadway improvements	$4,434,481	$0	$4,434,481	$600,669	$5,035,150
Water improvements	$1,890,302	$0	$1,890,302	$135,854	$2,026,156
Sanitary sewer improvements:					
Onsite sanitary sewer improvements	$1,222,800	$0	$1,222,800	$0	$1,222,800
Offsite sanitary sewer improvements[3]	$0	$0	$0	$575,173	$575,173
Storm drainage improvements	$2,099,464	$0	$2,099,464	$222,681	$2,322,145
Other soft and miscellaneous costs	$1,667,403	$152,275	$1,819,678	$362,557	$2,182,235
Total Authorized Improvements	**$11,314,450**	**$152,275**	**$11,466,725**	**$1,896,935**	**$13,363,659**

[1] See Table III-A. Allocation of Major Improvements is based on the methodologies described in V.C and shown in Table V-A.
[2]Costs provided by Kimley Horn and have been updated based on information from the Developer. 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 Projects amount does not change.
[3]Amount represents the PID's allocable portion of the offsite sanitary sewer improvements. See Appendix B for allocation of offsite sanitary sewer improvements to property located within the PID and property located outside of the PID. Source: Kimley Horn.

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 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. Construction of the Major Improvement Area Projects will be completed in the third quarter of 2024. The construction of the Improvement Area #1 Projects has been completed and such improvements have been accepted by the City. 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 $3,452,000 shown in Table IV-A. The Budgeted Costs for the Improvement Area #1 Projects plus costs related to the issuance of both series of Improvement Area #1 Bonds, and the expenses incurred in the establishment, administration, and operation of the PID allocable to Improvement Area #1 are $15,630,802 as shown in Table IV-B.2. 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 were issued in 2023 and were 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	$3,452,000
Total Sources	**$3,452,000**
Uses of Funds	
Major Improvement Area Projects[1]:	
Road improvements	$870,788
Water improvements	$196,946
Offsite sanitary sewer improvements	$833,827
Storm drainage improvements	$322,820
Other soft and miscellaneous costs	$457,750
Subtotal	*$2,682,133*
Bond Issuance Costs:	
Cost of issuance	$254,221
Capitalized interest	$98,314
Reserve fund	$263,773
Administrative Expenses	$50,000
Underwriters discount	$103,560
Subtotal	*$769,867*
Total Uses	**$3,452,000**

[1]See Table III-A for details.

The Series 2023 Improvement Area #1 Bonds shown in Table IV-B.1 were issued in 2023 and were used to finance a portion of the costs of the Improvement Area #1 Projects. The City and the Developer entered 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.1.

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Table IV-B.1
Projected Sources and Uses – Improvement Area #1 - Original

Sources of Funds	Improvement Area #1 Bonds	Improvement Area #1 Reimbursement Agreement	Total
Par amount	$6,715,000	$0	$6,715,000
Assessment	$0	$6,050,000	$6,050,000
Other funding sources[1]	$0	$1,682,726	$1,682,726
Total Sources	**$6,715,000**	**$7,732,726**	**$14,447,726**
Uses of Funds			
Improvement Area #1 Improvements[2]:			
Road improvements	$1,829,717	$2,604,763	$4,434,481
Water improvements	$779,960	$1,110,342	$1,890,302
Sanitary sewer improvements	$504,541	$718,259	$1,222,800
Storm drainage improvements	$866,263	$1,233,201	$2,099,464
Other soft and miscellaneous costs	$687,990	$979,414	$1,667,403
Subtotal Improvement Area #1 Improvements	*$4,668,471*	*$6,645,979*	*$11,314,450*
Major Improvements[2]:			
Road improvements	$247,843	$352,826	$600,669
Water improvements	$56,055	$79,799	$135,854
Offsite sanitary sewer improvements	$237,323	$337,850	$575,173
Storm drainage improvements	$91,881	$130,800	$222,681
Other soft and miscellaneous costs	$130,284	$185,471	$315,756
Subtotal Major Improvements	*$763,386*	*$1,086,747*	*$1,850,133*
Series 2023 Bond Issuance Costs:			
Cost of issuance	$388,315	$0	$388,315
Capitalized interest	$172,076	$0	$172,076
Reserve fund	$471,303	$0	$471,303
Administrative Expenses	$50,000	$0	$50,000
Underwriters discount	$201,450	$0	$201,450
Subtotal Series 2023 Bond Issuance Costs	*$1,283,143*	*$0*	*$1,283,143*
Total Uses	**$6,715,000**	**$7,732,726**	**$14,447,726**

[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.

The Series 2024 Improvement Area #1 Bonds shown in Table IV-B.2 are being issued in 2024 to finance a portion of the costs of the Improvement Area #1 Projects.

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Table IV-B.2
Projected Sources and Uses – Improvement Area #1 – Updated

Sources of Funds	Series 2023 Improvement Area #1 Bonds	Series 2024 Improvement Area #1 Bonds	Total
Par amount	$6,715,000	$5,965,000	$12,680,000
Assessments paid under the Improvement Area #1 Reimbursement Agreement[1]	$0	$85,000	$85,000
Other funding sources[2]	$0	$2,865,802	$2,865,802
Total Sources	**$6,715,000**	**$8,915,802**	**$15,630,802**
Uses of Funds			
Improvement Area #1 Improvements[3]:			
Road improvements	$1,829,717	$2,604,763	$4,434,481
Water improvements	$779,960	$1,110,342	$1,890,302
Sanitary sewer improvements	$504,541	$718,259	$1,222,800
Storm drainage improvements	$866,263	$1,233,201	$2,099,464
Other soft and miscellaneous costs	$687,990	$1,131,688	$1,819,678
Subtotal Improvement Area #1 Improvements	*$4,668,471*	*$6,798,254*	*$11,466,725*
Major Improvements[3]:			
Road improvements	$247,843	$352,826	$600,669
Water improvements	$56,055	$79,799	$135,854
Offsite sanitary sewer improvements	$237,323	$337,850	$575,173
Storm drainage improvements	$91,881	$130,800	$222,681
Other soft and miscellaneous costs	$130,284	$232,273	$362,557
Subtotal Major Improvements	*$763,386*	*$1,133,549*	*$1,896,935*
Series 2023 Improvement Area # 1 Bond Issuance Costs:			
Cost of issuance	$388,315	$0	*$388,315*
Capitalized interest	$172,076	$0	$172,076
Reserve fund	$471,303	$0	*$471,303*
Administrative Expenses	$50,000	$0	$50,000
Underwriter's discount	$201,450	$0	$201,450
Subtotal Series 2023 Improvement Area #1 Bond Issuance Costs	*$1,283,143*	*$0*	*$1,283,143*
Estimated Series 2024 Improvement Area #1 Bond Issuance Costs:			
Cost of issuance	$0	*$366,170*	*$366,170*
Capitalized interest	$0	*$0*	*$0*
Reserve fund	$0	*$438,880*	*$438,880*
Administrative Expenses	$0	*$0*	*$0*
Underwriter's discount	$0	*$178,950*	*$178,950*
Subtotal Estimated Series 2024 Improvement Area #1 Bond Issuance Costs	*$0*	*$984,000*	*$984,000*
Total Uses	**$6,715,000**	***$8,915,802***	***$15,630,802***

[1]Assessment paid under the Improvement Area #1 Reimbursement Agreement reflects the principal payment to be made on 9/1/2024.
[2]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.
[3] See Table III-B for details.

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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 Future Improvement Area.

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]	$3,452,000	$3,452,000	$0	$0
2024	$0	$0	$0	$332,033
2025	$0	$0	$0	$331,935
2026	$0	$0	$0	$331,750
2027	$0	$0	$0	$332,479
2028	$0	$0	$0	$332,068
2029	$0	$0	$0	$331,571
Total	**$3,452,000**	**$3,452,000**	**$0**	**$1,991,835**

[1]Administrative Expenses in year 2023 were funded with Bond proceeds, and interest on the Major Improvement Area Bonds for year 2023 were 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.

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]	$14,646,802	$12,765,000	$1,881,802	$0
2024	$984,000	$0	$984,000	$1,195,367
2025	$0	$0	$0	$996,706
2026	$0	$0	$0	$1,003,013
2027	$0	$0	$0	$1,002,805
2028	$0	$0	$0	$1,003,066
2029	$0	$0	$0	$1,003,748
2030	$0	$0	$0	$1,003,796
Total	**$15,630,802**	**$12,765,000**	**$2,865,802**	**$7,208,502**

[1]Includes amounts to be paid from assessments related to the Improvement Area #1 Bonds.
[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 for the Series 2023 Improvement Area #1 Bonds in year 2023 were funded with Bond proceeds, and interest on the Series 2023 Improvement Area #1 Bonds for year 2023 were funded with capitalized interest.

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 for Series 2023 Improvement Area #1 Bonds and Series 2024 Improvement Area #1 Bonds shown in Table IV-B.2. 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 Series 2023 Improvement Area #1 Bonds and the Major Improvement Area Bonds issued in 2023, and the Series 2024 Improvement Area #1 Bonds are anticipated to be issued in 2024, 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.

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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.

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 determination that this special benefit exceeds the amount of the Assessments being 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.2 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.

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,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ALLOCATION OF COSTS TO ASSESSED PROPERTY

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Major Improvement costs must be allocated throughout all Assessed Property in the District. Table V-A summarizes the allocation of 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 322 residential units and the Major Improvement Area is projected to contain 464 residential units. As shown in Appendix F, the total projected Equivalent Units for Improvement Area #1 is calculated as 280.90 and the total projected Equivalent Units for the Major Improvement Area is calculated as 407.22. The total projected Equivalent Units in the PID is, therefore, calculated to be 688.12 (i.e., 280.90 + 408.22 = 688.12). As a result, 40.82 percent of the Budgeted Costs of the Major Improvements (i.e. 280.90 ÷ 688.12 = 40.82%) are allocated to the Improvement Area #1 Assessed Property and 59.18 percent of the Budgeted Costs of the Major Improvements (i.e., 407.22 ÷ 688.12 = 59.18%) 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 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.

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Table V-A
Allocation of Major Improvement Costs

Authorized Improvement	Total
Road improvements	$1,471,458
Water improvements	$332,800
Offsite sanitary sewer improvements[1]	$1,409,001
Storm drainage improvements	$545,502
Other soft and miscellaneous costs	$888,156
Total Major Improvements	**$4,646,916**
Improvement Area #1	
Projected total number of Equivalent Units	280.90
% of total Equivalent Units	40.82%
Proportionate Share of Costs	$1,896,935
Major Improvement Area (Future Improvement Areas)	
Projected total number of Equivalent Units	407.22
% of total Equivalent Units	59.18%
Proportionate Share of Costs	$2,749,981

[1]Amount represents the PID allocable portion of the offsite sanitary sewer improvements. See Appendix B for allocation of offsite sanitary sewer improvements to property located within the PID and property located outside of the PID. Source: Kimley Horn.

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 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.

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 have been 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 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 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 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.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN IMPROVEMENT AREA #1

The Assessment and Annual Installments for each 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 Assessed Property in an amount sufficient to pay (i) principal and interest on the Improvement Area #1 Bonds, (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay Administrative Expenses related to Improvement Area #1. The Annual Installment for each Parcel in 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.

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.

2. If at any time the Assessment per Unit on a Parcel of Improvement Area #1 Assessed Property exceeds the applicable Improvement Area #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 of Improvement Area #1 Assessed Property 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 obligations under a reimbursement agreement, including interest thereon and Administrative Expenses or as otherwise provided in the applicable Trust Indenture. 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 against such Parcel 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. Payment of the Annual Installments shall commence with tax bills mailed after the initial issuance of Bonds secured by such Assessment.

Major Improvement Area

Each Assessment for the Major Improvement Area Assessed Property shall be paid with interest of no more than the lesser of 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 4.875% in years 1 through 8 (2023-2030), and 6.125% in years 9 through 30 (2031-2052) and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments related 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.

Improvement Area #1 Bonds

The portion of each Assessment for the Improvement Area #1 Assessed Property related to the Series 2023 Improvement Area #1 Bonds shall be paid with interest of no more than the lesser of the actual interest rate paid on the Series 2023 Improvement Area #1 Bonds. Interest on the Series 2023 Improvement Area #1 Bonds is based on an interest rate of 4.375% in years 1 through 8 (2023-2030), 5.375% in years 9 through 21 (2031-2043), and 5.625% in years 22 through 30 (2044-2052) and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. The portion of each Assessment for the Improvement Area #1 Assessed Property related to the Series 2024 Improvement Area #1 Bonds shall be paid with interest of no more than the lesser of the actual interest rate paid on the Series 2024 Improvement Area #1 Bonds. Interest on the Series Improvement Area #1 Bonds is based on an estimated interest rate of 5.50% in years 1 through 28 (2025-2052), and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments related to the Improvement Area #1 Bonds 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 respective Annual Installments shall be reduced to equal the actual costs of repaying the Improvement Area #1 Bonds and Major Improvement Area Bonds, and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds 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.

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 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 related to the Improvement Area #1 Bonds and Major Improvement Area Bonds became due January 31, 2024.

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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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 $3,452,000 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 $3,452,000, which is equal to the benefit received by the Major Improvement Area Assessed Property. Accordingly, the total Assessment applied to all the Major Improvement Area Assessed Property is $3,452,000. 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]	$2,682,133
PID Formation/Bond Costs of Issuance:	
Cost of issuance	$254,221
Capitalized interest	$98,314
Reserve fund	$263,773
Administrative Expense	$50,000
Underwriters discount	$103,560
Subtotal	$769,867
Total Special Benefit	**$3,452,000**
Special Benefit:	
Total Special Benefit	$3,452,000
Projected Special Assessment	$3,452,000
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 has been assessed for the special benefits conferred upon the property resulting from the Improvement Area #1 Projects. Table VII-B summarizes the $15,630,802 in special benefit received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Projects, the costs of the PID formation, the Improvement Area #1 Bonds issuance costs. The total Assessment applied to all the Improvement Area #1 Assessed Property is $12,765,000, which is less than the benefit received by the Improvement Area #1 Assessed Property. 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]	$13,363,659
PID Formation/Series 2023 Improvement Area #1 Bond Costs of Issuance:	
Cost of issuance	$388,315
Capitalized interest	$172,076
Reserve fund	$471,303
Administrative Expense	$50,000
Underwriter's discount	$201,450
Subtotal PID Formation/Series 2023 Improvement Area #1 Bond Costs of Issuance	*$1,283,143*
Series 2024 Improvement Area #1 Bond Costs of Issuance:	
Cost of issuance	$366,170
Capitalized interest	$0
Reserve fund	$438,880
Administrative Expense	$0
Underwriter's discount	$178,950
Subtotal Series 2024 Improvement Area #1Bond Costs of Issuance	*$984,000*
Total Special Benefit	***$15,630,802***
Special Benefit:	
Total Special Benefit	$15,630,802
Projected Assessment	$12,765,000
Excess Benefit	**$2,865,802**

[1]See Table III-B for details.

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.

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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 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.

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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APPENDIX A
PID MAP

N
W E
S
0 200' 400'
GRAPHIC SCALE 200'

LEGEND
IMPROVEMENT PHASE 1
MAJOR IMPROVEMENT AREA

LMR HOLDINGS, LTD.
CALLED 278.29 ACRES
INST. NO.
20090213000158800
O.P.R.C.C.T.

STEPHEN L. ROBINSON
CALLED 1.151 ACRES
INST. NO. 20190403000350240
O.P.R.C.C.T.

STEPHEN L. ROBINSON
CALLED 0.849 ACRES
INST. NO. 20190517000556410
O.P.R.C.C.T

MARY CHAILLOT FAMILY TRUST
CALLED 58.555 ACRES
INST. NO. 20190208000135760
O.P.R.C.C.T.

EXISTING LOUISIANA DRIVE

EXISTING CR 58

DYNAVEST JOINT VENTURE
TRACT NO. 2
CALLED 161.910 ACRES
VOL. 2288, PG. 125
D.R.C.C.T.

MAJOR IMPROVEMENT AREA

IMPROVEMENT PHASE 1

CALLED 653 ACRES
VOL. 29, PG. 486
D.R.C.C.T.

OWNSBY 1880 FARMS, LTD.
CALLED 174.64 ACRES
VOL. 4332, PG. 1047
O.P.R.C.C.T.
(REFERENCE VOL. 182, PG. 386, D.R.C.C.T.)

WILLIE DOUGLAS MOORE REVOCABLE TRUST
CALLED 115.71 ACRES
INST. NO. 20160526000647060
O.P.R.C.C.T.

ARIANA, LLC
CALLED 148.703 ACRES
INST. NO.
20180730000947040
O.P.R.C.C.T.

EXISTING LOUISIANA DRIVE

EXHIBIT A
PID EXHIBIT

North Sky Celina Phase 1

Celina, Texas
February 2022

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
2. AERIAL IMAGE BY NEARMAP, COPYRIGHT 2021

File Path: K:\FRI_Civil\063249700 – North Sky Celina\Cad\Phase 1\Exhibits\PlanSheets\Phase 1 PID Aerial Exhibit.dwg

APPENDIX B
BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS

NORTH SKY CELINA PROJECT COST SUMMARY - PHASES 1, 2 & 3

NORTH SKY CELINA PID - CITY OF CELINA

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY

January 24, 2023

TOTAL PROJECT SUMMARY - BY DIVISION	
	NORTH SKY
CLEARING & EXCAVATION	$5,573,159
WATER	$4,763,205
SEWER	$7,045,506
STORM SEWER	$6,763,019
PAVEMENT	$9,804,811
RETAINING WALLS	$1,287,588
EROSION CONTROL	$574,653
AMENITIES, LANDSCAPE, & SCREENING	$6,764,500
FRANCHISE UTILITIES	$235,800
SUB-TOTAL	$44,480,811
PLANNING, SURVEY, PLATTING, ENG., LA, PERMITTING, & STAKING	$3,785,496
CONSTRUCTION MANAGEMENT	$1,139,588
CITY FEES	$88,962
MISCELLANEOUS & CONTINGENCY	$3,483,208
TOTAL	**$52,978,065**
LOTS:	**786**
COST/LOT:	**$ 67,402.12**

TOTAL PROJECT SUMMARY - BY COST TYPE	
	NORTH SKY
DIRECT PUBLIC	$29,971,731
MASTER PUBLIC	$4,532,266
REIMBURSED PUBLIC	$3,127,149
PRIVATE	$15,346,919
TOTAL	**$52,978,065**
LOTS:	**786**
COST/LOT:	**$ 67,402.12**

PHASE COST SUMMARY - NORTH SKY CELINA PID, CITY OF CELINA

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY

January 24, 2023

DIVISION / PHASE / COST TYPE SUMMARY - NORTH SKY CELINA IMPROVEMENTS

	DIRECT PUBLIC				MAJOR PUBLIC				REIMBURSED PUBLIC				PRIVATE				
DIVISION	***Phase 1***	***Phase 2***	***Phase 3***	***TOTAL***	***Phase 1***	***Phase 2***	***Phase 3***	***TOTAL***	***Phase 1***	***Phase 2***	***Phase 3***	***TOTAL***	***Phase 1***	***Phase 2***	***Phase 3***	***TOTAL***	***TOTAL***
CLEARING & EXCAVATION	$553,501	$584,898	$153,340	$1,291,739	$245,717	$260,978	$93,098	$599,793	$0	$0	$0	$0	$1,555,180	$1,570,709	$555,739	$3,681,628	$5,573,159
WATER	$1,890,302	$1,981,178	$558,925	$4,430,405	$136,338	$144,806	$51,656	$332,800	$0	$0	$0	$0	$0	$0	$0	$0	$4,763,205
SEWER	$1,222,800	$978,051	$352,650	$2,553,501	$577,224	$613,077	$218,700	$1,409,001	$1,263,012	$1,341,460	$478,532	$3,083,004	$0	$0	$0	$0	$7,045,506
STORM SEWER	$1,957,739	$3,835,156	$432,598	$6,225,492	$220,208	$233,886	$83,433	$537,527	$0	$0	$0	$0	$0	$0	$0	$0	$6,763,019
PAVEMENT	$3,880,980	$4,027,049	$1,025,117	$8,933,146	$357,094	$379,274	$135,297	$871,665	$0	$0	$0	$0	$0	$0	$0	$0	$9,804,811
RETAINING WALLS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$444,451	$558,638	$284,499	$1,287,588	$1,287,588
EROSION CONTROL	$141,725	$153,100	$81,250	$376,075	$3,267	$3,470	$1,238	$7,975	$0	$0	$0	$0	$80,770	$76,518	$33,315	$190,603	$574,653
FRANCHISE UTILITIES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$96,600	$102,600	$36,600	$235,800	$235,800
AMENITIES, LANDSCAPE, & SCREENING	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$4,150,000	$1,160,250	$1,454,250	$6,764,500	$6,764,500
MISCELLANEOUS & OTHER	$613,417	$690,164	$168,490	$1,472,071	$0	$0	$0	$0	$0	$0	$0	$0	$80,500	$85,500	$30,500	$196,500	$1,668,571
SUB-TOTAL	$10,260,464	$12,249,596	$2,772,369	$25,282,429	$1,539,848	$1,635,491	$583,421	$3,758,760	$1,263,012	$1,341,460	$478,532	$3,083,004	$6,407,501	$3,554,214	$2,394,903	$12,356,618	$44,480,811
PLANNING, SURVEY, PLATTING, ENG., LA, PERMITTING, & STAKING	$700,000	$1,224,960	$277,237	$2,202,197	$76,992	$81,775	$29,171	$187,938	$65,424	$69,488	$24,788	$159,700	$640,750	$355,421	$239,490	$1,235,662	$3,785,496
CONSTRUCTION MANAGEMENT	$25,651	$489,984	$110,895	$626,530	$7,699	$8,177	$2,917	$18,794	$0	$0	$0	$0	$256,300	$142,169	$95,796	$494,265	$1,139,588
CITY FEES	$20,521	$24,499	$5,545	$50,565	$3,080	$3,271	$1,167	$7,518	$2,526	$2,683	$957	$6,166	$12,815	$7,108	$4,790	$24,713	$88,962
MISCELLANEOUS & CONTINGENCY	$307,814	$1,224,960	$277,237	$1,810,010	$153,985	$163,549	$58,342	$375,876	$25,260	$26,829	$9,571	$61,660	$640,750	$355,421	$239,490	$1,235,662	$3,483,208
DEVELOPER AGREEMENT ADJUSTMENT	$0	$0	$0	$0	$75,125	$79,792	$28,464	$183,381	-$75,125	-$79,792	-$28,464	-$183,381	$0	$0	$0	$0	$0
TOTAL	**$11,314,450**	**$15,213,998**	**$3,443,283**	**$29,971,731**	**$1,856,730**	**$1,972,055**	**$703,482**	**$4,532,266**	**$1,281,097**	**$1,360,668**	**$485,384**	**$3,127,149**	**$7,958,117**	**$4,414,334**	**$2,974,469**	**$15,346,919**	**$52,978,065**

PHASE TOTAL SUMMARY - NORTH SKY CELINA IMPROVEMENTS

COST TYPE	***Phase 1***	***Phase 2***	***Phase 3***	***TOTAL***
DIRECT PUBLIC	$11,314,450	$15,213,998	$3,443,283	$29,971,731
MAJOR PUBLIC	$1,856,730	$1,972,055	$703,482	$4,532,266
REIMBURSED PUBLIC	$1,281,097	$1,360,668	$485,384	$3,127,149
PRIVATE	$7,958,117	$4,414,334	$2,974,469	$15,346,919
TOTAL	**$22,410,393**	**$22,961,054**	**$7,606,618**	**$52,978,065**

OPC NOTES, ASSUMPTIONS, QUALIFICATIONS, ETC.

1. Communications franchise service cost is not assumed to be paid by developer, and is not included.
2. Land cost, interest, legal, marketing, financing, closing costs, cost of sales, HOA funding, overhead, maintenance, insurance, taxes, etc. are not included.
3. Park fees are not included and are assumed to be paid at time of building permit.
4. Unit prices are subject to market conditions and may vary from this OPC.
5. Inflation is not factored in this OPC.
6. Professional fees included are for budgeting purposes only and do not constitute proposals. Fees are subject to change, and the % of cost assumptions will vary.
7. Budgeting by line item, sections, or divisions should be avoided. OPC line items cost are less accurate than section/division subtotals, and section/division subtotals are less accurate than the total project cost.
8. Cost associated with the ongoing operations and management of a PID are not included.
9. The cost per lot for moisture conditioning of pads is assumed based on the geotechnical report for Phase 1. A final geotechnical report for Phases 2 and 3 is required to confirm moisture conditioning requirements for streets and pads in those phases.
10. Public-Major and Public-Reimbursed costs apportioned to each phase per number of lots. Improvements may be constructed with another phase.
11. Questions regarding this OPC should be directed to Kimley-Horn and Associates, Kevin Kane, P.E. (972) 335-3580.

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY

NORTH SKY CELINA PID - PHASES 1, 2, & 3

DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA

January 24, 2023

	Phase 1	Phase 2	Phase 3		TOTAL
NO. OF LOTS:	322	342	122		786
GROSS AC.	83	102	35		220
NET AC.	81	102	33		215

A. CLEARING & EXCAVATION

DESCRIPTION	*UNIT*	*UNIT PRICE*	*Phase 1*		*Phase 2*		*Phase 3*				*TOTAL*	
			QUANTITY	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*			*QUANTITY*	*TOTAL*
CLEARING / GRUBBING	AC	$2,500.00	19.7	$49,250	20.7	$51,750	5.5	$13,750			46	$114,750
BUILDING DEMOLITION (PID SHARE BASED ON RATIO OF PHASE 1 RIGHT OF WAY AREA (61.5 AC) TO PHASE 1 TOTAL AREA (83.2 AC) = 26.1%)	LS	$20,500.00	26.1%	$5,351	0.0	$0	0.0	$0			26.1%	$5,351
STREET / ROW EXCAVATION	CY	$3.00	38,000	$114,000	50,094	$150,282	13,310	$39,930			101,404	$304,212
MOISTURE CONDITION STREETS (6' DEEP)	CY	$3.00	128,300	$384,900	127,622	$382,866	33,220	$99,660			289,142	$867,426
TOTAL CLEARING & EXCAVATION				**$553,501**		**$584,898**		**$153,340**		**$0**		**$1,291,739**

B. WATER

DESCRIPTION	*UNIT*	*UNIT PRICE*	*Phase 1*		*Phase 2*		*Phase 3*				*TOTAL*	
			QUANTITY	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*			*QUANTITY*	*TOTAL*
8" P.V.C. WATERLINE (INCLUDING BLOCKING, FITTING, BENDS, TEES, PLUGS & CONNECTIONS TO EXISTING LINES)	LF	$53.00	11,926	$632,078	11,770	$623,810	5,060	$268,180			28,756	$1,524,068
12" P.V.C. WATERLINE (INCLUDING BLOCKING, FITTING, BENDS, TEES, PLUGS & CONNECTIONS TO EXISTING LINES)	LF	$91.00	4,631	$421,421	4,700	$427,700	0	$0			9,331	$849,121
8" GATE VALVE & BOX	EA	$2,450.00	48	$117,600	63	$154,350	22	$53,900			133	$325,850
12" GATE VALVE & BOX	EA	$3,900.00	18	$70,200	23	$89,700	0	$0			41	$159,900
FIRE HYDRANT ASSEMBLY	EA	$7,500.00	34	$255,000	38	$285,000	12	$90,000			84	$630,000
POST HYDRANT	EA	$7,500.00	3	$22,500	2	$15,000	1	$7,500			6	$45,000
1" WATER SERVICE	EA	$980.00	322	$315,560	342	$335,160	122	$119,560			786	$770,280
2" WATER SERVICE (AMENITY CENTER)	EA	$1,890.00	1	$1,890	0	$0	0	$0			1	$1,890
2" IRRIGATION SERVICE	EA	$3,400.00	4	$13,600	3	$10,200	2	$6,800			9	$30,600
4" IRRIGATION SLEEVES	LF	$16.00	200	$3,200	200	$3,200	100	$1,600			500	$8,000
WATER LINE DISINFECTION AND TESTING	LF	$1.60	16,557	$26,491	16,470	$26,352	5,060	$8,096			38,087	$60,939
TRENCH SAFETY	LF	$0.65	16,557	$10,762	16,470	$10,706	5,060	$3,289			38,087	$24,757
TOTAL WATER				**$1,890,302**		**$1,981,178**		**$558,925**				**$4,430,405**

C. SEWER

DESCRIPTION	*UNIT*	*UNIT PRICE*	*Phase 1*		*Phase 2*		*Phase 3*				*TOTAL*	
			QUANTITY	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*
8" SDR-35 P.V.C. PIPE INCLUDES CONNECTIONS TO EXISTING LINES AND PLUGS	LF	$34.00	13,600	$462,400	11,000	$374,000	4,400	$149,600			29,000	$986,000
8" SDR-26 P.V.C. PIPE INCLUDES CONNECTIONS TO EXISTING LINES AND PLUGS	LF	$40.00	2,650	$106,000	125	$5,000	0	$0			2,775	$111,000
12" SDR-26 P.V.C. PIPE INCLUDES CONNECTIONS TO EXISTING LINES AND PLUGS	LF	$112.00	0	$0	35	$3,920		$0			35	$3,920
12" CASING PIPE	LF	$112.00	270	$30,240	118	$13,216	60	$6,720			448	$50,176
4" SERVICE LINES	EA	$800.00	322	$257,600	282	$225,600	122	$97,600			726	$580,800

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY

NORTH SKY CELINA PID - PHASES 1, 2, & 3

DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA

January 24, 2023

								Phase 1	Phase 2	Phase 3		TOTAL
							NO. OF LOTS:	322	342	122		786
							GROSS AC.	83	102	35		220
							NET AC.	81	102	33		215
4" WYE AND ONE SECTION OF PIPE FOR FUTURE SERVICE	EA	$920.00	0	$0	60	$55,200	0	$0			60	$55,200
EXTEND EXISTING 4" SEWER SERVICE	EA	$500.00	0	$0	60	$30,000	0	$0			60	$30,000
4' DIAMETER MANHOLE	EA	$6,100.00	35	$213,500	37	$225,700	14	$85,400			86	$524,600
5' DIAMETER MANHOLE	EA	$11,360.00	4	$45,440	1	$11,360		$0			5	$56,800
5' DIAMETER DROP MANHOLE	EA	$19,900.00	3	$59,700	0	$0	0	$0			3	$59,700
TRENCH SAFETY	LF	$1.00	16,250	$16,250	11,125	$11,125	4,400	$4,400			31,775	$31,775
SEWER LINE T.V. AND TESTING	LF	$1.60	16,250	$26,000	11,125	$17,800	4,400	$7,040			31,775	$50,840
SEWER MANHOLE VACUUM TESTING	LF	$135.00	42	$5,670	38	$5,130	14	$1,890			94	$12,690
TOTAL SEWER				**$1,222,800**		**$978,051**		**$352,650**	**$0**			**$2,553,501**

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY

NORTH SKY CELINA PID - PHASES 1, 2, & 3

DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA

January 24, 2023

	Phase 1	Phase 2	Phase 3		TOTAL
NO. OF LOTS:	322	342	122		786
GROSS AC.	83	102	35		220
NET AC.	81	102	33		215

D. STORM SEWER

			Phase 1		*Phase 2*		*Phase 3*				*TOTAL*	
DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*
18" RCP	LF	$56.00	3,828	$214,368	4,340	$243,040	1,050	$58,800			9,218	$516,208
21" RCP	LF	$57.00	0	$0	1,150	$65,550	210	$11,970			1,360	$77,520
24" RCP	LF	$77.00	504	$38,808	1,130	$87,010	690	$53,130			2,324	$178,948
2-24" RCP	LF	$144.00	403	$58,032	0	$0	0	$0			403	$58,032
27" RCP	LF	$82.00	361	$29,602	880	$72,160	380	$31,160			1,621	$132,922
30" RCP	LF	$90.00	0	$0	950	$85,500	490	$44,100			1,440	$129,600
36" RCP	LF	$134.00	716	$95,944	780	$104,520		$0			1,496	$200,464
42" RCP	LF	$177.00	277	$49,029	1,560	$276,120		$0			1,837	$325,149
48" RCP	LF	$215.00	938	$201,670	370	$79,550		$0			1,308	$281,220
54" RCP	LF	$247.00	0	$0	450	$111,150		$0			450	$111,150
5'X4' RCB	LF	$400.00	1,037	$414,800	0	$0		$0			1,037	$414,800
5'X5' RCB	LF	$367.00	0	$0	1,040	$381,680		$0			1,040	$381,680
6'X4' RCB	LF	$450.00	605	$272,250	470	$211,500		$0			1,075	$483,750
10'X5' RCB	LF	$630.00	0	$0	1,100	$693,000		$0			1,100	$693,000
36" CMP	LF	$134.00	64	$8,576		$0		$0			64	$8,576
GRATE INLET TYPE G	EA	$5,600.00	3	$16,800	0	$0	0	$0			3	$16,800
3 GRATE COMBINATION INLET	EA	$8,000.00	4	$32,000	0	$0		$0			4	$32,000
2'X2' DROP INLET	EA	$3,850.00	0	$0	0	$0		$0			0	$0
3'X3' DROP INLET	EA	$3,000.00	0	$0	2	$6,000	1	$3,000			3	$9,000
8' COMBINATION INLET	EA	$7,460.00	0	$0	0	$0		$0			0	$0
8' CURB INLET	EA	$5,300.00	35	$185,500	0	$0		$0			35	$185,500
8' NON-STANDARD CURB INLET	EA	$5,500.00	2	$11,000	0	$0		$0			2	$11,000
10' COMBINATION INLET	EA	$8,400.00	1	$8,400	0	$0		$0			1	$8,400
10' CURB INLET	EA	$6,000.00	24	$144,000	96	$576,000	16	$96,000			136	$816,000
10' NON-STANDARD CURB INLET	EA	$6,092.35	1	$6,092	96	$584,866	16	$97,478			113	$688,436
MANHOLE RISER	EA	$4,600.00	2	$9,200	8	$36,800		$0			10	$46,000
4' STORM MANHOLE	EA	$6,750.00	4	$27,000	14	$94,500	4	$27,000			22	$148,500
5' STORM MANHOLE	EA	$7,200.00	3	$21,600	2	$14,400		$0			5	$36,000
6' STORM MANHOLE	EA	$7,500.00	0	$0	2	$15,000		$0			2	$15,000
7'X7' JUNCTION BOX	EA	$9,750.00	2	$19,500	0	$0		$0			2	$19,500
8'X8' JUNCTION BOX	EA	$11,200.00	2	$22,400	0	$0		$0			2	$22,400
42" RCP TYPE C HEADWALL	EA	$3,800.00	0	$0	1	$3,800		$0			1	$3,800
48" RCP TYPE C HEADWALL	EA	$4,650.00	1	$4,650	1	$4,650		$0			2	$9,300
54" RCP TYPE C HEADWALL	EA	$5,700.00	0	$0	1	$5,700		$0			1	$5,700
6'x4' RCB TYPE C HEADWALL	EA	$8,000.00	1	$8,000	0	$0		$0			1	$8,000
6'x4' RCB FW-0 TXDOT HEADWALL	EA	$11,000.00	1	$11,000	1	$11,000		$0			2	$22,000
10'x5' RCB FW-0 TXDOT HEADWALL	EA	$15,000.00	0	$0	1	$15,000		$0			1	$15,000
PHASE 1 POND OUTFALL TURF REINFORCEMENT	EA	$3.00	100	$300	0	$0	0	$0			100	$300
PHASE 1 POND OUTFALL WEIR	EA	$11,600.00	1	$11,600	0	$0	0	$0			1	$11,600
PHASE 1 POND OUTFALL WEIR GABION MATTRESS	SY	$163.50	23	$3,761	0	$0	0	$0			23	$3,761
TXDOT SET B-SW-0 HEADWALL	EA	$11,000.00	0	$0	1	$11,000		$0			1	$11,000
REMOVE 30" HEADWALL & CONNECT TO EXISTING	EA	$1,500.00	0	$0	0	$0	1	$1,500			1	$1,500

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY

NORTH SKY CELINA PID - PHASES 1, 2, & 3

DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA

January 24, 2023

								Phase 1	Phase 2	Phase 3		TOTAL
							NO. OF LOTS:	322	342	122		786
							GROSS AC.	83	102	35		220
							NET AC.	81	102	33		215
REMOVE 54" HEADWALL & CONNECT TO EXISTING	EA	$1,500.00	0	$0	1	$1,500	0	$0			1	$1,500
REMOVE 5'x5' HEADWALL & CONNECT TO EXISTING	EA	$1,500.00	0	$0	1	$1,500	0	$0			1	$1,500
ASPHALT REMOVAL	SY	$19.50	300	$5,850		$0		$0				$0
TRENCH SAFETY	LF	$1.00	8,669	$8,669	14,220	$14,220	2,820	$2,820			25,709	$25,709
TESTING (TV)	LF	$2.00	8,669	$17,338	14,220	$28,440	2,820	$5,640			25,709	$51,418
TOTAL STORM SEWER				**$1,957,739**		**$3,835,156**		**$432,598**		**$0**		**$6,219,642**

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
NORTH SKY CELINA PID - PHASES 1, 2, & 3
DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA
January 24, 2023

	Phase 1	Phase 2	Phase 3		TOTAL
NO. OF LOTS:	322	342	122		786
GROSS AC.	83	102	35		220
NET AC.	81	102	33		215

E. PAVEMENT

			Phase 1		Phase 2		Phase 3				TOTAL	
DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*
7" REINF. CONCRETE STREET PAVEMENT	SY	$55.00	48,425	$2,663,375	54,870	$3,017,850	15,100	$830,500			118,395	$6,511,725
9" REINF. CONCRETE STREET PAVEMENT	SY	$65.00	2,660	$172,900	0	$0	0	$0			2,660	$172,900
7" REINF. ALLEY PAVEMENT	SY	$58.00	3,502	$203,116	3,140	$182,120	0	$0			6,642	$385,236
8" REIN. ALLEY PAVEMENT	SY	$60.00	1,943	$116,580	1,400	$84,000	675	$40,500			4,018	$241,080
6" LIME STABILIZED SUBGRADE PREPARATION	SY	$3.00	64,169	$192,507	63,811	$191,433	16,610	$49,830			144,590	$433,770
4' POLY BEHIND CURB	LF	$0.35	31,680	$11,088	3,454	$1,209	9,320	$3,262			44,454	$15,559
HYDRATED LIME FOR STREET (37#/SY)	TON	$245.00	1,190	$291,550	1,149	$281,407	299	$73,250			2,638	$646,207
PAVEMENT HEADER	LF	$12.00	174	$2,088	290	$3,480	30	$360			494	$5,928
STAMPED CONCRETE PAVEMENT	SF	$43.37	2,000	$86,736	600	$26,021	0	$0			2,600	$112,757
CONCRETE PAVERS INCLUDING CONCRETE BASE	SF	$26.00	0	$0	3,400	$88,400	0	$0			3,400	$88,400
BARRICADE	EA	$1,500.00	4	$6,000	10	$15,000	1	$1,500			15	$22,500
REMOVE BARRICADE & CONNECT TO EXISTING HEADER	EA	$500.00	0	$0	3	$1,500	6	$3,000			9	$4,500
BARRIER FREE PEDESTRIAN RAMP	EA	$900.00	76	$68,400	72	$64,800	10	$9,000			158	$142,200
STREET SIGN	EA	$605.00	14	$8,470	16	$9,680	5	$3,025			35	$21,175
STOP SIGN	EA	$1,110.00	35	$38,850	40	$44,400	3	$3,330			78	$86,580
STREET NAME SIGN	EA	$630.00	29	$18,270	25	$15,750	12	$7,560			66	$41,580
4" WHITE STRIPING	LS	$1.00	1,050	$1,050	0	$0	0	$0			1,050	$1,050
TOTAL PAVEMENT				**$3,880,980**		**$4,027,049**		**$1,025,117**		**$0**		**$8,933,146**

F. EROSION CONTROL

			Phase 1		Phase 2		Phase 3				TOTAL	
DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*
INLET PROTECTION	EA	$200.00	69	$13,800	98	$19,600	17	$3,400			184	$36,800
CURLEX (8' STREETS)	LF	$1.75	25,700	$44,975	33,000	$57,750	10,200	$17,850			68,900	$120,575
CURLEX (4' ALLEYS)	LF	$1.50	5,300	$7,950	500	$750	0	$0			5,800	$8,700
EROSION CONTROL MAINTENANCE	MOS	$5,000.00	15	$75,000	15	$75,000	12	$60,000			42	$210,000
TOTAL EROSION CONTROL				**$141,725**		**$153,100**		**$81,250**		**$0**		**$376,075**

G. MISCELLANEOUS & OTHER

			Phase 1		Phase 2		Phase 3				TOTAL	
DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*
FINAL GEOTECHNICAL REPORT - STREETS AND ALLEYS	AC	$1,000.00	19.7	$19,700	20.7	$20,700	5.5	$5,500			46	$45,900
GEOTECHICAL TESTING - STREET EXCAVATION	CY	$0.10	166,300	$16,630	177,716	$17,772	46,530	$4,653			390,546	$39,055
GEOTECHICAL TESTING - UTILITIES	LF	$4.50	41,540	$186,930	41,540	$186,930	12,280	$55,260			95,360	$429,120
GEOTECHICAL TESTING - PAVEMENT	SY	$0.50	64,169	$32,085	63,811	$31,906	16,610	$8,305			144,590	$72,295
CITY INSPECTION (UTILITIES AND PAVING)	%	3%	$ 8,951,821.10	$268,555	$ 10,821,433.31	$324,643	$ 2,369,289.70	$71,079			$ 22,142,544.11	$664,276

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY

NORTH SKY CELINA PID - PHASES 1, 2, & 3

DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA

January 24, 2023

								Phase 1	Phase 2	Phase 3		TOTAL
							NO. OF LOTS:	322	342	122		786
							GROSS AC.	83	102	35		220
							NET AC.	81	102	33		215
BONDS	%	1%	$ 8,951,821.10	$89,518	$ 10,821,433.31	$108,214	$ 2,369,289.70	$23,693			$ 22,142,544.11	$221,425
TOTAL MISCELLANEOUS & OTHER				**$613,417**		**$690,164**		**$168,490**	**$0**			**$1,472,071**

SUMMARY - DIRECT PUBLIC IMPROVEMENTS - CITY OF CELINA	***Phase 1***	***Phase 2***	***Phase 3***		***TOTAL***
A. CLEARING & EXCAVATION	$553,501	$584,898	$153,340	$0	$1,291,739
B. WATER	$1,890,302	$1,981,178	$558,925	$0	$4,430,405
C. SEWER	$1,222,800	$978,051	$352,650	$0	$2,553,501
D. STORM SEWER	$1,957,739	$3,835,156	$432,598	$0	$6,225,492
E. PAVEMENT	$3,880,980	$4,027,049	$1,025,117	$0	$8,933,146
F. EROSION CONTROL	$141,725	$153,100	$81,250	$0	$376,075
G. MISCELLANEOUS & OTHER	$613,417	$690,164	$168,490	$0	$1,472,071
SUB-TOTAL	$10,260,464	$12,249,596	$2,772,369	$0	$25,282,429
SURVEY, PLATTING, ENG., PERMITTING, & STAKING	$700,000	10% $1,224,960	10% $277,237	$0	$2,202,197
CONSTRUCTION MANAGEMENT	0.25% $25,651	4% $489,984	4% $110,895	$0	$626,530
MISC CITY FEES (0.2%)	$20,521	$24,499	$5,545	$0	$50,565
MISCELLANEOUS & CONTINGENCY	3% $307,814	10% $1,224,960	10% $277,237	$0	$1,810,010
TOTAL DIRECT PUBLIC IMPROVEMENTS COST	**$11,314,450**	**$15,213,998**	**$3,443,283**	**$0**	**$29,971,731**

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY

NORTH SKY CELINA PID - PHASES 1, 2, & 3

MAJOR PUBLIC IMPROVEMENTS - CITY OF CELINA

January 24, 2023

	Phase 1	Phase 2	Phase 3	TOTAL
NO. OF LOTS:	322	342	122	786
PRORATED SHARE BY NUMBER OF LOTS:	41.0%	43.5%	15.5%	100%
GROSS AC.	83	102	35	220
NET AC.	81	102	33	215

A.1 CLEARING & EXCAVATION - LOUISIANA DRIVE

	TOTAL				Phase 1		Phase 2		Phase 3	
DESCRIPTION	*QUANTITY*	*UNIT*	*UNIT PRICE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*
CLEAR AND GRUBBING - LOUISIANA RIGHT OF WAY	4.8	AC	$2,500.00	$12,000.00	41.0%	$4,916	43.5%	$5,221	15.5%	$1,863
SAW CUT,REMOVE AND DISPOSE OF EXISTING PAVEMENT	1650	LF	$5.00	$8,250.00	41.0%	$3,380	43.5%	$3,590	15.5%	$1,281
ROADWAY EXCAVATION	1	LS	$25,000.00	$25,000.00	41.0%	$10,242	43.5%	$10,878	15.5%	$3,880
TESTING	2095	SY	$1.50	$3,142.50	41.0%	$1,287	43.5%	$1,367	15.5%	$488
TOTAL CLEARING & EXCAVATION - LOUISIANA DRIVE				**$48,393**		**$19,825**		**$21,056**		**$7,511**

A.2 CLEARING & EXCAVATION - DETENTION POND

	TOTAL				Phhase 1		Phase 2		Phase 3	
DESCRIPTION	*QUANTITY*	*UNIT*	*UNIT PRICE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*
CLEARING / GRUBBING	10	AC	$2,500.00	$24,250.00	41.0%	$9,934	43.5%	$10,552	15.5%	$3,764
DEMUCK EXISTING POND	1	LS	$142,350.00	$142,350.00	41.0%	$58,316	43.5%	$61,939	15.5%	$22,095
DETENTION POND EXCAVATION	98000	CY	$3.00	$294,000.00	41.0%	$120,443	43.5%	$127,924	15.5%	$45,634
DETENTION POND BERM EMBANKMENT	20000	CY	$4.00	$80,000.00	41.0%	$32,774	43.5%	$34,809	15.5%	$12,417
TESTING	108000	CY	$0.10	$10,800.00	41.0%	$4,424	43.5%	$4,699	15.5%	$1,676
TOTAL CLEARING & EXCAVATION - DETENTION POND				**$551,400**		**$225,892**		**$239,922**		**$85,586**

B. WATER

	TOTAL				Phase 1		Phase 2		Phase 3	
DESCRIPTION	*QUANTITY*	*UNIT*	*UNIT PRICE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*
PRESSURE REDUCING STATION INCLUDING PRV SCADA	2	EA	$160,000.00	$320,000.00	41.0%	$131,094	43.5%	$139,237	15.5%	$49,669
BONDS	$320,000	%	1.0%	$3,200.00	41.0%	$1,311	43.5%	$1,392	15.5%	$497
INSPECTION FEE	$320,000	%	3.0%	$9,600.00	41.0%	$3,933	43.5%	$4,177	15.5%	$1,490
TOTAL WATER				**$332,800**		**$136,338**		**$144,806**		**$51,656**

Kimley»Horn

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY

NORTH SKY CELINA PID - PHASES 1, 2, & 3

MAJOR PUBLIC IMPROVEMENTS - CITY OF CELINA

January 24, 2023

	Phase 1	Phase 2	Phase 3	TOTAL
NO. OF LOTS:	322	342	122	786
PRORATED SHARE BY NUMBER OF LOTS:	41.0%	43.5%	15.5%	100%
GROSS AC.	83	102	35	220
NET AC.	81	102	33	215

C1. SEWER - 18"/24" SEWER - ONSITE HUBBARD IMPROVEMENT (BASE COST)

	TOTAL				*Phase 1*		*Phase 2*		*Phase 3*	
DESCRIPTION	*QUANTITY*	*UNIT*	*UNIT PRICE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*
8" SDR-35 P.V.C. PIPE	546	LF	$34.00	$18,564.00	41.0%	$7,605	43.5%	$8,077	15.5%	$2,881
10" SDR-35 P.V.C. PIPE	926	LF	$81.00	$75,006.00	41.0%	$30,728	43.5%	$32,636	15.5%	$11,642
4' DIAMETER MANHOLE	22	EA	$5,900.00	$129,800.00	41.0%	$53,175	43.5%	$56,478	15.5%	$20,147
VACUUM TEST MANHOLES	22	EA	$135.00	$2,970.00	41.0%	$1,217	43.5%	$1,292	15.5%	$461
TRENCH SAFETY	1472	LF	$1.00	$1,472.00	41.0%	$603	43.5%	$640	15.5%	$228
TESTING (PRESSURE & TV)	1472	LF	$1.60	$2,355.20	41.0%	$965	43.5%	$1,025	15.5%	$366
TESTING (GEOTECH)	1472	LF	$2.40	$3,532.80	41.0%	$1,447	43.5%	$1,537	15.5%	$548
BONDS	$233,700	%	2.0%	$4,674.00	41.0%	$1,915	43.5%	$2,034	15.5%	$725
INSPECTION FEE	$233,700	%	3.0%	$7,011.00	41.0%	$2,872	43.5%	$3,051	15.5%	$1,088
TOTAL SEWER - 18"/24" SEWER - ONSITE HUBBARD IMPROVEMENT (BASE COST)				**$245,385**		**$100,527**		**$106,771**		**$38,088**

C2. SEWER - OFFSITE SEWER - OVERSIZE COST (BASE COST)

	TOTAL				*Phase 1*		*Phase 2*		*Phase 3*	
DESCRIPTION	*QUANTITY*	*UNIT*	*UNIT PRICE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*
CLEAR AND GRUB	11.3	AC	$2,500.00	$28,250.00	41.0%	$11,573	43.5%	$12,292	15.5%	$4,385
SILT FENCE	6700	LF	$1.85	$12,395.00	41.0%	$5,078	43.5%	$5,393	15.5%	$1,924
SEEDING (OFFSITE SANITARY SEWER)	11.3	AC	$310.00	$3,503.00	41.0%	$1,435	43.5%	$1,524	15.5%	$544
8" SDR-35 P.V.C. PIPE (ASHTON WOODS STUB)	20	LF	$50.00	$1,000.00	41.0%	$410	43.5%	$435	15.5%	$155
10" SDR-35 P.V.C. PIPE	0	LF	$81.00	$0.00	41.0%	$0	43.5%	$0	15.5%	$0
12" SDR-26 P.V.C. PIPE	6516	LF	$112.00	$729,792.00	41.0%	$298,973	43.5%	$317,543	15.5%	$113,276
18" STEEL CASING	120	LF	$240.00	$28,800.00	41.0%	$11,798	43.5%	$12,531	15.5%	$4,470
4' DIAMETER MANHOLE	8	EA	$5,900.00	$47,200.00	41.0%	$19,336	43.5%	$20,537	15.5%	$7,326
4' DIAMETER MANHOLE (BOLTED AND SEALED FRAME)	6	EA	$8,800.00	$52,800.00	41.0%	$21,631	43.5%	$22,974	15.5%	$8,195
4' DIAMETER MANHOLE (VENTED)	3	EA	$5,900.00	$17,700.00	41.0%	$7,251	43.5%	$7,702	15.5%	$2,747
4' DIAMETER MANHOLE EXTERNAL DROP MH	1	EA	$9,500.00	$9,500.00	41.0%	$3,892	43.5%	$4,134	15.5%	$1,475
MANHOLE MARKERS	18	EA	$75.00	$1,350.00	41.0%	$553	43.5%	$587	15.5%	$210
VACUUM TEST MANHOLES	18	EA	$250.00	$4,500.00	41.0%	$1,844	43.5%	$1,958	15.5%	$698
TRENCH SAFETY	6516	LF	$5.00	$32,580.00	41.0%	$13,347	43.5%	$14,176	15.5%	$5,057
TESTING (PRESSURE & TV)	6516	LF	$2.00	$13,032.00	41.0%	$5,339	43.5%	$5,670	15.5%	$2,023
TESTING (GEOTECH)	6516	LF	$2.00	$13,032.00	41.0%	$5,339	43.5%	$5,670	15.5%	$2,023

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY

NORTH SKY CELINA PID - PHASES 1, 2, & 3

MAJOR PUBLIC IMPROVEMENTS - CITY OF CELINA

January 24, 2023

							Phase 1	Phase 2	Phase 3	TOTAL
						NO. OF LOTS:	322	342	122	786
						PRORATED SHARE BY NUMBER OF LOTS:	41.0%	43.5%	15.5%	100%
						GROSS AC.	83	102	35	220
						NET AC.	81	102	33	215
BONDS	$995,434	%	2.0%	$19,908.68	41.0%	$8,156	43.5%	$8,663	15.5%	$3,090
INSPECTION FEE	$995,434	%	3.0%	$29,863.02	41.0%	$12,234	43.5%	$12,994	15.5%	$4,635
TOTAL OFFSITE SEWER - BASE COST				**$1,045,206**		**$428,189**		**$454,784**		**$162,233**
PRIVATE COST SHARE REIMBURSEMENT - ASHTON WOODS				**$118,410**	**41.0%**	**$48,509**	**43.5%**	**$51,522**	**15.5%**	**$18,379**
TOTAL OFFSITE SEWER - BASE COST (NORTH SKY CELINA)				**$1,163,616**		**$476,698**		**$506,306**		**$180,612**

D. STORM SEWER - DETENTION POND

	TOTAL				*Phase 1*		*Phase 2*		*Phase 3*	
DESCRIPTION	*QUANTITY*	*UNIT*	*UNIT PRICE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*
FLEX MAT	1500	SY	$130.00	$195,000.00	41.0%	$79,885	43.5%	$84,847	15.5%	$30,267
SHORE TRANSITION MAT	72	SY	$230.59	$16,602.48	41.0%	$6,802	43.5%	$7,224	15.5%	$2,577
MODIFY GABION MATTRESS	100	SY	$163.50	$16,350.00	41.0%	$6,698	43.5%	$7,114	15.5%	$2,538
ADD TURF REINFORCEMENT	100	SY	$3.00	$300.00	41.0%	$123	43.5%	$131	15.5%	$47
MODIFY DETENTION POND OUTFALL	1	LS	$100,000.00	$100,000.00	41.0%	$40,967	43.5%	$43,511	15.5%	$15,522
CONCRETE PILOT CHANNEL (POND)	1640	LF	$115.00	$188,600.00	41.0%	$77,264	43.5%	$82,063	15.5%	$29,274
BONDS	$516,852	%	1.0%	$5,168.52	41.0%	$2,117	43.5%	$2,249	15.5%	$802
INSPECTION FEE	$516,852	%	3.0%	$15,505.57	41.0%	$6,352	43.5%	$6,747	15.5%	$2,407
TOTAL STORM SEWER - DETENTION POND				**$537,527**		**$220,208**		**$233,886**		**$83,433**

E.1. PAVEMENT - LOUISIANA DRIVE TURN LANES

	TOTAL				*Phase 1*		*Phase 2*		*Phase 3*	
DESCRIPTION	*QUANTITY*	*UNIT*	*UNIT PRICE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*
SAWCUT, REMOVE, AND MILL 1' MIN. AC PAVING	1650	LF	$18.60	$30,690.00	41.0%	$12,573	43.5%	$13,354	15.5%	$4,764
ROADWAY EXCAVATION	1	LS	$25,000.00	$25,000.00	41.0%	$10,242	43.5%	$10,878	15.5%	$3,880
SUBGRADE PREP	2095	SY	$4.86	$10,181.70	41.0%	$4,171	43.5%	$4,430	15.5%	$1,580
2" HOT MIX ASPHALTIC CONCRETE SURFACE COURSE - TYPE C	2095	SY	$26.50	$55,517.50	41.0%	$22,744	43.5%	$24,156	15.5%	$8,617
6" TYPE B ASPHALTIC SUBBASE	2095	SY	$55.60	$116,482.00	41.0%	$47,719	43.5%	$50,683	15.5%	$18,080
10" FLEXIBLE BASE COMPACTED TO 95%	2905	SY	$28.50	$82,792.50	41.0%	$33,918	43.5%	$36,024	15.5%	$12,851
BAR DITCH GRADING	1500	LF	$10.00	$15,000.00	41.0%	$6,145	43.5%	$6,527	15.5%	$2,328
TXDOT SET P-PD HEADWALL AND SAFETY END TREATMENT	2	EA	$2,030.78	$4,061.56	41.0%	$1,664	43.5%	$1,767	15.5%	$630
PAVEMENT MARKINGS	1	LS	$6,500.00	$6,500.00	41.0%	$2,663	43.5%	$2,828	15.5%	$1,009
STOP SIGN	1	EA	$1,050.00	$1,050.00	41.0%	$430	43.5%	$457	15.5%	$163

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
NORTH SKY CELINA PID - PHASES 1, 2, & 3
MAJOR PUBLIC IMPROVEMENTS - CITY OF CELINA
January 24, 2023

							Phase 1		Phase 2		Phase 3	TOTAL
						NO. OF LOTS:	322		342		122	786
						PRORATED SHARE BY NUMBER OF LOTS:	41.0%		43.5%		15.5%	100%
						GROSS AC.	83		102		35	220
						NET AC.	81		102		33	215
TRAFFIC CONTROL	1	LS	$8,000.00	$8,000.00	41.0%	$3,277	43.5%	$3,481	15.5%	$1,242		
TESTING	2095	SY	$1.00	$2,095.00	41.0%	$858	43.5%	$912	15.5%	$325		
BONDS	$357,370	%	1.0%	$3,573.70	41.0%	$1,464	43.5%	$1,555	15.5%	$555		
INSPECTION FEE	$357,370	%	3.0%	$10,721.11	41.0%	$4,392	43.5%	$4,665	15.5%	$1,664		
TOTAL PAVEMENT - LOUISIANA DRIVE TURN LANES				**$371,665**		**$152,260**		**$161,717**		**$57,688**		

E.2. CELINA PARKWAY ESCROW

	TOTAL				Phase 1		Phase 2		Phase 3	
DESCRIPTION	*QUANTITY*	*UNIT*	*UNIT PRICE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*
CELINA PARKWAY ESCROW	1	LS	$500,000.00	$500,000.00	41.0%	$204,835	43.5%	$217,557	15.5%	$77,608
TOTAL CELINA PARKWAY ESCROW				**$500,000**		**$204,835**		**$217,557**		**$77,608**

F.1 EROSION CONTROL - LOUISIANA DRIVE

	TOTAL				Phase 1		Phase 2		Phase 3	
DESCRIPTION	*QUANTITY*	*UNIT*	*UNIT PRICE*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*
8' CURLEX	3,300	LF	$1.75	$5,775.00	41.0%	$2,366	43.5%	$2,513	15.5%	$896
TOTAL EROSION CONTROL				**$5,775**		**$2,366**		**$2,513**		**$896**

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY

NORTH SKY CELINA PID - PHASES 1, 2, & 3

MAJOR PUBLIC IMPROVEMENTS - CITY OF CELINA

January 24, 2023

	Phase 1	Phase 2	Phase 3	TOTAL
NO. OF LOTS:	322	342	122	786
PRORATED SHARE BY NUMBER OF LOTS:	41.0%	43.5%	15.5%	100%
GROSS AC.	83	102	35	220
NET AC.	81	102	33	215

F.2 EROSION CONTROL - DETENTION POND

	TOTAL				*Phase 1*		*Phase 2*		*Phase 3*	
DESCRIPTION	*QUANTITY*	*UNIT*	*UNIT PRICE*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*
HYDROSEED DISTURBED AREAS - DETENTION POND	8	AC	$275.00	$2,200.00	41.0%	$901	43.5%	$957	15.5%	$341
TOTAL EROSION CONTROL - DETENTION POND				**$2,200**		**$901**		**$957**		**$341**

SUMMARY - MAJOR PUBLIC IMPROVEMENTS	***TOTAL***	***Phase 1***	***Phase 2***	***Phase 3***
A.1 CLEARING & EXCAVATION - LOUISIANA DRIVE	$48,393	$19,825	$21,056	$7,511
A.2 CLEARING & EXCAVATION - DETENTION POND	$551,400	$225,892	$239,922	$85,586
B. WATER	$332,800	$136,338	$144,806	$51,656
C.1. SEWER - 18"/24" SEWER - ONSITE HUBBARD IMPROVEMENT (BASE COST)	$245,385	$100,527	$106,771	$38,088
C.2. TOTAL OFFSITE SEWER - BASE COST (NORTH SKY CELINA)	$1,163,616	$476,698	$506,306	$180,612
D. STORM SEWER - DETENTION POND	$537,527	$220,208	$233,886	$83,433
E.1. PAVEMENT - LOUISIANA DRIVE TURN LANES	$371,665	$152,260	$161,717	$57,688
E.2. CELINA PARKWAY ESCROW	$500,000	$204,835	$217,557	$77,608
F.1 EROSION CONTROL - LOUISIANA DRIVE	$5,775	$2,366	$2,513	$896
F.2 EROSION CONTROL - DETENTION POND	$2,200	$901	$957	$341
SUB-TOTAL	$3,758,760	$1,539,848	$1,635,491	$583,421
SURVEY, PLATTING, ENG., PERMITTING, & STAKING (5.0%)	$187,938	$76,992	$81,775	$29,171
CONSTRUCTION MANAGEMENT 0.50%	$18,794	$7,699	$8,177	$2,917
CITY FEES (0.2%)	$7,518	$3,080	$3,271	$1,167
MISCELLANEOUS & CONTINGENCY (5%)	$375,876	$153,985	$163,549	$58,342
SUB-TOTAL MAJOR PUBLIC IMPROVEMENT COST	**$4,348,885**	**$1,781,604**	**$1,892,263**	**$675,018**

NON-REIMBURSED CITY OFFSITE SEWER COST

	TOTAL				*Phase 1*		*Phase 2*		*Phase 3*	
DESCRIPTION	*QUANTITY*	*UNIT*	*UNIT PRICE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*
NON-REIMBURSED CITY OFFSITE SEWER COST	1	LS	$183,380.78	$183,380.78	41.0%	$75,125	43.5%	$79,792	15.5%	$28,464

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY

NORTH SKY CELINA PID - PHASES 1, 2, & 3

MAJOR PUBLIC IMPROVEMENTS - CITY OF CELINA

January 24, 2023

			Phase 1	Phase 2	Phase 3	TOTAL
		NO. OF LOTS:	322	342	122	786
		PRORATED SHARE BY NUMBER OF LOTS:	41.0%	43.5%	15.5%	100%
		GROSS AC.	83	102	35	220
		NET AC.	81	102	33	215
TOTAL NON-REIMBURSED CITY OFFSITE SEWER COST	**$183,381**	**$75,125**	**$79,792**		**$28,464**	
TOTAL MAJOR PUBLIC IMPROVEMENT COST	**$4,532,266**	**$1,856,730**	**$1,972,055**		**$703,482**	

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY

NORTH SKY CELINA PID - PHASES 1, 2, & 3

REIMBURSED PUBLIC IMPROVEMENTS - CITY OF CELINA

January 24, 2023

	Phase 1	Phase 2	Phase 3	TOTAL
NO. OF LOTS:	322	342	122	786
PRORATED SHARE BY NUMBER OF LOTS:	41.0%	43.5%	15.5%	100%
GROSS AC.	83	102	35	220
NET AC.	81	102	33	215

C1. SEWER - 18"/24" SEWER - ONSITE HUBBARD IMPROVEMENT

	TOTAL				*Phase 1*		*Phase 2*		*Phase 3*	
DESCRIPTION	*QUANTITY*	*UNIT*	*UNIT PRICE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*
18" P.V.C. PIPE ASTM F679	5092	LF	$120.00	$611,040.00	41.0%	$250,324	43.5%	$265,872	15.5%	$94,843
24" P.V.C. PIPE ASTM F679	1318	LF	$350.00	$461,300.00	41.0%	$188,980	43.5%	$200,718	15.5%	$71,601
24" CASING PIPE	69	LF	$350.00	$24,150.00	41.0%	$9,894	43.5%	$10,508	15.5%	$3,748
5' DIAMETER MANHOLE	2	EA	$11,360.00	$22,720.00	41.0%	$9,308	43.5%	$9,886	15.5%	$3,527
5' DIAMETER MANHOLE EXTERNAL DROP MH	20	EA	$15,800.00	$316,000.00	41.0%	$129,455	43.5%	$137,496	15.5%	$49,048
MANHOLE MARKERS	12	EA	$100.00	$1,200.00	41.0%	$492	43.5%	$522	15.5%	$186
VACUUM TEST MANHOLES	22	EA	$135.00	$2,970.00	41.0%	$1,217	43.5%	$1,292	15.5%	$461
TRENCH SAFETY	6410	LF	$1.00	$6,410.00	41.0%	$2,626	43.5%	$2,789	15.5%	$995
TESTING (PRESSURE & TV)	6410	LF	$1.60	$10,256.00	41.0%	$4,202	43.5%	$4,463	15.5%	$1,592
TESTING (GEOTECH)	6410	LF	$2.40	$15,384.00	41.0%	$6,302	43.5%	$6,694	15.5%	$2,388
INSPECTION FEE (3.0%)	$1,471,430	%	3.0%	$44,142.90	41.0%	$18,084	43.5%	$19,207	15.5%	$6,852
MAINTENANCE BOND (2.5%)	$1,471,430	%	2.5%	$36,785.75	41.0%	$15,070	43.5%	$16,006	15.5%	$5,710
TOTAL SEWER - 18"/24" SEWER - ONSITE HUBBARD IMPROVEMENT (BASE COST)	1	LS	($245,385.00)	($245,385.00)	41.0%	($100,526.68)	43.5%	($106,770.57)	15.5%	($38,087.75)
TOTAL CITY REIMBURSEMENT - 18"/24" SEWER - ONSITE HUBBARD IMPROVEMENT				**$1,306,974**		**$535,427**		**$568,683**		**$202,864**

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY

NORTH SKY CELINA PID - PHASES 1, 2, & 3

REIMBURSED PUBLIC IMPROVEMENTS - CITY OF CELINA

January 24, 2023

	Phase 1	Phase 2	Phase 3	TOTAL
NO. OF LOTS:	322	342	122	786
PRORATED SHARE BY NUMBER OF LOTS:	41.0%	43.5%	15.5%	100%
GROSS AC.	83	102	35	220
NET AC.	81	102	33	215

C2. SEWER - STUBS TO ADJACENT PROPERTY

	TOTAL				*Phase 1*		*Phase 2*		*Phase 3*	
DESCRIPTION	*QUANTITY*	*UNIT*	*UNIT PRICE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*
8" P.V.C. PIPE SDR 26 (Stub to Watermark)	160	LF	$40.00	$6,400.00	41.0%	$2,622	43.5%	$2,785	15.5%	$993
12" P.V.C. PIPE SDR 26 (Stub to Area 10)	20	LF	$112.00	$2,240.00	41.0%	$918	43.5%	$975	15.5%	$348
18" P.V.C. PIPE ASTM F679 (Stub to Owensby)	88	LF	$150.00	$13,200.00	41.0%	$5,408	43.5%	$5,744	15.5%	$2,049
4' DIAMETER MANHOLE	1	EA	$5,900.00	$5,900.00	41.0%	$2,417	43.5%	$2,567	15.5%	$916
VACUUM TEST MANHOLES	1	EA	$250.00	$250.00	41.0%	$102	43.5%	$109	15.5%	$39
TRENCH SAFETY	268	LF	$0.65	$174.20	41.0%	$71	43.5%	$76	15.5%	$27
TESTING (PRESSURE & TV)	268	LF	$2.75	$737.00	41.0%	$302	43.5%	$321	15.5%	$114
TESTING (GEOTECH)	268	LF	$2.40	$643.20	41.0%	$263	43.5%	$280	15.5%	$100
INSPECTION FEE (3.0%)	$29,544	%	3.0%	$886.33	41.0%	$363	43.5%	$386	15.5%	$138
MAINTENANCE BOND (2.5%)	$29,544	%	2.5%	$738.61	41.0%	$303	43.5%	$321	15.5%	$115
TOTAL SEWER - STUBS TO ADJACENT PROPERTY				**$31,169**		**$12,769**		**$13,562**		**$4,838**

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY

NORTH SKY CELINA PID - PHASES 1, 2, & 3

REIMBURSED PUBLIC IMPROVEMENTS - CITY OF CELINA

January 24, 2023

	Phase 1	Phase 2	Phase 3	TOTAL
NO. OF LOTS:	322	342	122	786
PRORATED SHARE BY NUMBER OF LOTS:	41.0%	43.5%	15.5%	100%
GROSS AC.	83	102	35	220
NET AC.	81	102	33	215

C.3 SEWER - OFFSITE SEWER - OVERSIZE COST

	TOTAL				*Phase 1*		*Phase 2*		*Phase 3*	
DESCRIPTION	*QUANTITY*	*UNIT*	*UNIT PRICE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*
CLEAR AND GRUB	11.3	AC	$2,500.00	$28,250.00	41.0%	$11,573	43.5%	$12,292	15.5%	$4,385
SILT FENCE	13100	LF	$1.75	$22,925.00	41.0%	$9,392	43.5%	$9,975	15.5%	$3,558
SEEDING (OFFSITE SANITARY SEWER)	11.3	AC	$310.00	$3,503.00	41.0%	$1,435	43.5%	$1,524	15.5%	$544
24" P.V.C. PIPE ASTM F679	4317	LF	$290.00	$1,251,930.00	41.0%	$512,877	43.5%	$544,733	15.5%	$194,320
27" P.V.C. PIPE ASTM F679	2199	LF	$367.00	$807,033.00	41.0%	$330,617	43.5%	$351,152	15.5%	$125,265
30" STEEL CASING	70	LF	$300.00	$21,000.00	41.0%	$8,603	43.5%	$9,137	15.5%	$3,260
36" STEEL CASING	170	LF	$375.00	$63,750.00	41.0%	$26,116	43.5%	$27,739	15.5%	$9,895
42" STEEL CASING	134	LF	$415.00	$55,610.00	41.0%	$22,782	43.5%	$24,197	15.5%	$8,632
5' DIAMETER MANHOLE	8	EA	$11,360.00	$90,880.00	41.0%	$37,231	43.5%	$39,543	15.5%	$14,106
5' DIAMETER MANHOLE EXTERNAL DROP MH (BOLTED)	1	EA	$18,200.00	$18,200.00	41.0%	$7,456	43.5%	$7,919	15.5%	$2,825
5' DIAMETER MANHOLE (BOLTED AND SEALED FRAME)	6	EA	$16,900.00	$101,400.00	41.0%	$41,540	43.5%	$44,121	15.5%	$15,739
5' DIAMETER MANHOLE (VENTED)	3	EA	$11,360.00	$34,080.00	41.0%	$13,962	43.5%	$14,829	15.5%	$5,290
MANHOLE MARKERS	18	EA	$75.00	$1,350.00	41.0%	$553	43.5%	$587	15.5%	$210
VACUUM TEST MANHOLES	18	EA	$250.00	$4,500.00	41.0%	$1,844	43.5%	$1,958	15.5%	$698
TRENCH SAFETY	6516	LF	$0.65	$4,235.40	41.0%	$1,735	43.5%	$1,843	15.5%	$657
TESTING (PRESSURE & TV)	6516	LF	$2.75	$17,919.00	41.0%	$7,341	43.5%	$7,797	15.5%	$2,781
TESTING (GEOTECH)	6516	LF	$2.00	$13,032.00	41.0%	$5,339	43.5%	$5,670	15.5%	$2,023
INSPECTION FEE (3.0%)	$2,539,597	%	3.0%	$76,187.92	41.0%	$31,212	43.5%	$33,150	15.5%	$11,826
MAINTENANCE BOND (1.1%)	$2,539,597	%	1.1%	$27,935.57	41.0%	$11,444	43.5%	$12,155	15.5%	$4,336
PAYMENT AND PERFORMANCE BOND (1.1%)	$2,539,597	%	1.1%	$27,935.57	41.0%	$11,444	43.5%	$12,155	15.5%	$4,336
TOTAL OFFSITE SEWER BASE COST	1	LS	($1,045,205.70)	($1,045,205.70)	41.0%	($428,188.59)	43.5%	($454,784.16)	15.5%	($162,232.95)
TOTAL SEWER - OFFSITE SEWER - OVERSIZE COST				**$1,626,451**		**$666,307**		**$707,692**		**$252,452**

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY

NORTH SKY CELINA PID - PHASES 1, 2, & 3

REIMBURSED PUBLIC IMPROVEMENTS - CITY OF CELINA

January 24, 2023

	Phase 1	Phase 2	Phase 3	TOTAL
NO. OF LOTS:	322	342	122	786
PRORATED SHARE BY NUMBER OF LOTS:	41.0%	43.5%	15.5%	100%
GROSS AC.	83	102	35	220
NET AC.	81	102	33	215

C.4 SEWER - OFFSITE SEWER NODE 4 TO 5 (BASE COST)

	TOTAL				*Phase 1*		*Phase 2*		*Phase 3*	
DESCRIPTION	*QUANTITY*	*UNIT*	*UNIT PRICE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*	*SHARE*	*TOTAL*
CLEAR AND GRUB	3.8	AC	$2,500.00	$9,500.00	41.0%	$3,892	43.5%	$4,134	15.5%	$1,475
SILT FENCE	4400	LF	$1.75	$7,700.00	41.0%	$3,154	43.5%	$3,350	15.5%	$1,195
SEEDING (OFFSITE SANITARY SEWER)	3.8	AC	$310.00	$1,178.00	41.0%	$483	43.5%	$513	15.5%	$183
8" SDR-35 P.V.C. PIPE (ASHTON WOODS STUB)	0	LF	$50.00	$0.00	41.0%	$0	43.5%	$0	15.5%	$0
10" SDR-35 P.V.C. PIPE	0	LF	$81.00	$0.00	41.0%	$0	43.5%	$0	15.5%	$0
12" SDR-26 P.V.C. PIPE	2199	LF	$112.00	$246,288.00	41.0%	$100,897	43.5%	$107,163	15.5%	$38,228
18" STEEL CASING	120	LF	$240.00	$28,800.00	41.0%	$11,798	43.5%	$12,531	15.5%	$4,470
4' DIAMETER MANHOLE	0	EA	$5,900.00	$0.00	41.0%	$0	43.5%	$0	15.5%	$0
4' DIAMETER MANHOLE (BOLTED AND SEALED FRAME)	4	EA	$8,800.00	$35,200.00	41.0%	$14,420	43.5%	$15,316	15.5%	$5,464
4' DIAMETER MANHOLE (VENTED)	2	EA	$5,900.00	$11,800.00	41.0%	$4,834	43.5%	$5,134	15.5%	$1,832
4' DIAMETER MANHOLE EXTERNAL DROP MH	0	EA	$9,500.00	$0.00	41.0%	$0	43.5%	$0	15.5%	$0
MANHOLE MARKERS	6	EA	$75.00	$450.00	41.0%	$184	43.5%	$196	15.5%	$70
VACUUM TEST MANHOLES	6	EA	$250.00	$1,500.00	41.0%	$615	43.5%	$653	15.5%	$233
TRENCH SAFETY	2199	LF	$5.00	$10,995.00	41.0%	$4,504	43.5%	$4,784	15.5%	$1,707
TESTING (PRESSURE & TV)	2199	LF	$2.00	$4,398.00	41.0%	$1,802	43.5%	$1,914	15.5%	$683
TESTING (GEOTECH)	2199	LF	$2.00	$4,398.00	41.0%	$1,802	43.5%	$1,914	15.5%	$683
INSPECTION FEE (3.0%)	$362,207	%	3.0%	$10,866.21	41.0%	$4,452	43.5%	$4,728	15.5%	$1,687
MAINTENANCE BOND (2.0%)	$362,207	%	2.0%	$7,244.14	41.0%	$2,968	43.5%	$3,152	15.5%	$1,124
TOTAL SEWER - OFFSITE SEWER NODE 4 TO 5 (BASE COST)				**$380,317**	**$155,804**		**$165,482**		**$59,031**	
Ashton Wood Share (Per Cost Share Agreement)			**31.13%**	**$118,410**	**$48,509**		**$51,522**		**$18,379**	

SUMMARY - ELIGIBLE REIMBURSED PUBLIC IMPROVEMENTS PER DA	***TOTAL***	***Phase 1***	***Phase 2***	***Phase 3***
C.1 SEWER - 18"/24" SEWER - ONSITE HUBBARD IMPROVEMENT	$1,306,974	$535,427	$568,683	$202,864
C.2 SEWER - STUBS TO ADJACENT PROPERTY	$31,169	$12,769	$13,562	$4,838
C.3 SEWER - OFFSITE SEWER - OVERSIZE COST	$1,626,451	$666,307	$707,692	$252,452
SUB-TOTAL	$2,964,594	$1,214,503	$1,289,938	$460,153
SURVEY, PLATTING, ENG., PERMITTING, & STAKING (5.18%)	$153,566	$62,911	$66,819	$23,836
CITY FEES (0.2%)	$5,929	$2,429	$2,580	$920
MISCELLANEOUS & CONTINGENCY (2%)	$59,292	$24,290	$25,799	$9,203

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY

NORTH SKY CELINA PID - PHASES 1, 2, & 3

REIMBURSED PUBLIC IMPROVEMENTS - CITY OF CELINA

January 24, 2023

				Phase 1		Phase 2	Phase 3	TOTAL
			NO. OF LOTS:	322		342	122	786
			PRORATED SHARE BY NUMBER OF LOTS:	41.0%		43.5%	15.5%	100%
			GROSS AC.	83		102	35	220
			NET AC.	81		102	33	215
TOTAL ELIGIBLE REIMBURSED PUBLIC IMPROVEMENTS PER DA	**$3,183,381**		**$1,304,133**			**$1,385,135**		**$494,113**
CITY CAP PER DEVELOPER AGREEMENT	**$3,000,000**	41%	**$1,229,008**	44%		**$1,305,344**	16%	**$465,649**
CITY NONREIMBURSED PUBLIC IMPROVEMENTS (PUBLIC - MAJOR)	**$183,381**		**$75,125**			**$79,792**		**$28,464**

SUMMARY - REIMBURSED PUBLIC IMPROVEMENTS (PRIVATE AGREEMENT)	***TOTAL***	***Phase 1***	***Phase 2***	***Phase 3***
C.4 SEWER - OFFSITE BASE SEWER - ASHTON WOODS COST SHARE REIMBURSEMENT	$118,410	$48,509	$51,522	$18,379
SUB-TOTAL	$118,410	$48,509	$51,522	$18,379
SURVEY, PLATTING, ENG., PERMITTING, & STAKING (5.18%)	$6,134	$2,513	$2,669	$952
CITY FEES (0.2%)	$237	$97	$103	$37
MISCELLANEOUS & CONTINGENCY (2%)	$2,368	$970	$1,030	$368
TOTAL REIMBURSED PUBLIC IMPROVEMENT COST (PRIVATE AGREEMENT)	**$127,149**	**$52,089**	**$55,324**	**$19,736**
TOTAL REIMBURSED PUBLIC IMPROVEMENT COST (DA & PRIVATE AGREEMENT)	**$3,127,149**	**$1,281,097**	**$1,360,668**	**$485,384**

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY

NORTH SKY CELINA PID - PHASES 1, 2, & 3

PRIVATE IMPROVEMENTS - CITY OF CELINA

January 24, 2023

	Phase 1	Phase 2	Phase 3		TOTAL
NO. OF LOTS:	322	342	122		786
GROSS AC.	83.2	101.9	35.0		220
NET AC.	80.5	101.9	32.8		215

A. CLEARING & EXCAVATION

			Phase 1		Phase 2		Phase 3				TOTAL	
DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*
CLEARING / GRUBBING	AC	$2,500.00	61	$152,000	81	$203,000	27	$68,250			169	$423,250
CONSTRUCTION ENTRANCE	EA	$2,500.00	1	$2,500	1	$2,500	1	$2,500			3	$7,500
LOT / BLOCK EXCAVATION	CY	$3.00	58,500	$175,500	59,906	$179,718	21,690	$65,070			140,096	$420,288
GRADE TO DRAIN EXCAVATION	CY	$3.00	34,300	$102,900	0	$0	0	$0			34,300	$102,900
ROUGH LOT GRADING	EA	$1,000.00	322	$322,000	342	$342,000	122	$122,000			786	$786,000
FINAL LOT GRADING	EA	$500.00	322	$161,000	342	$171,000	122	$61,000			786	$393,000
FINISH GRADE HOA LOTS	LS	$1,500.00	1	$1,500	1	$1,500	0.5	$750			3	$3,750
MOISTURE CONDITION 7' DEEP	LOT	$1,500.00	31	$46,500	34	$51,000	12	$18,000			77	$115,500
MOISTURE CONDITIONED 10' DEEP	LOT	$2,000.00	291	$582,000	307	$614,000	108	$216,000			706	$1,412,000
TESTING	CY	$0.10	92,800	$9,280	59,906	$5,991	21,690	$2,169			174,396	$17,440
TOTAL CLEARING & EXCAVATION				**$1,555,180**		**$1,570,709**		**$555,739**		**$0**		**$3,681,628**

B. RETAINING WALLS

			Phase 1		Phase 2		Phase 3				TOTAL	
DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*
1 FOOT WALL	LF	$35.00	1,325	$46,375	0	$0	0	$0			1,325	$46,375
2 FOOT WALL	LF	$45.00	2,005	$90,225	4,140	$186,300	280	$12,600			6,425	$289,125
3 FOOT WALL	LF	$62.00	1,600	$99,200	1,370	$84,940	510	$31,620			3,480	$215,760
4 FOOT WALL	LF	$92.00	610	$56,120	1,220	$112,240	200	$18,400			2,030	$186,760
5 FOOT WALL	LF	$115.00	250	$28,750	170	$19,550		$0			420	$48,300
6 FOOT WALL	LF	$245.00	175	$42,875	220	$53,900		$0			395	$96,775
9 FOOT WALL	LF	$400.00	175	$70,000	220	$88,000	550	$220,000			945	$378,000
INSPECTION FEE	%	3.0%	363,545	$10,906	456,930	$13,708	62,620	$1,879			883,095	$26,493
TOTAL RETAINING WALLS				**$444,451**		**$558,638**		**$284,499**		**$0**		**$1,287,588**

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY

NORTH SKY CELINA PID - PHASES 1, 2, & 3

PRIVATE IMPROVEMENTS - CITY OF CELINA

January 24, 2023

	Phase 1	Phase 2	Phase 3		TOTAL
NO. OF LOTS:	322	342	122		786
GROSS AC.	83.2	101.9	35.0		220
NET AC.	80.5	101.9	32.8		215

C. EROSION CONTROL

			Phase 1		Phase 2		Phase 3				TOTAL	
DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*
SILT FENCE (PERIMETER & CREEK PROTECTION)	LF	$1.75	9,000	$15,750	1,650	$2,888	4,290	$7,508		$0	14,940	$26,145
HYDROSEED DISTURBED AREAS - LOTS	AC	$275.00	61	$16,720	81	$22,330	27	$7,508		$0	169	$46,558
MISC. EROSION CONTROL INSPECTION & MAINTENANCE	LOT	$150.00	322	$48,300	342	$51,300	122	$18,300		$0	786	$117,900
TOTAL EROSION CONTROL				**$80,770**		**$76,518**		**$33,315**		**$0**		**$190,603**

D. AMENITIES, LANDSCAPE, & SCREENING

			Phase 1		Phase 2		Phase 3				TOTAL	
DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*
PHASE 1 LANDSCAPE / HARDSCAPE	LS	$2,050,000	1	$2,050,000	0	$0	0	$0			1	$2,050,000
PHASE 2 LANDSCAPE / HARDSCAPE	LS	$1,160,250	0	$0	1	$1,160,250	0	$0			1	$1,160,250
PHASE 3 LANDSCAPE / HARDSCAPE	LS	$1,454,250	0	$0	0	$0	1	$1,454,250			1	$1,454,250
AMENITY CENTER	LS	$2,100,000	1	$2,100,000	0	$0	0	$0			1	$2,100,000
TOTAL AMENITIES, LANDSCAPE, & SCREENING				**$4,150,000**		**$1,160,250**		**$1,454,250**		**$0**		**$6,764,500**

E. FRANCHISE UTILITIES

			Phase 1		Phase 2		Phase 3				TOTAL	
DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*
GAS (ATMOS)	EA	$0.00	322	$0	342	$0	122	$0			786	$0
ELECTRIC (GCEC)	EA	$0.00	322	$0	342	$0	122	$0			786	$0
STREET LIGHTS (FURNISHED BY GCEC)	EA	$0.00	322	$0	342	$0	122	$0			786	$0
ELECTRIC GAS CROSSINGS PRIOR TO PAVING	EA	$300.00	322	$96,600	342	$102,600	122	$36,600			786	$235,800
TOTAL MISCELLANEOUS & OTHER				**$96,600**		**$102,600**		**$36,600**		**$0**		**$235,800**

F. MISCELLANEOUS & OTHER

			Phase 1		Phase 2		Phase 3				TOTAL	
DESCRIPTION	*UNIT*	*UNIT PRICE*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*
FINAL GEOTECHNICAL REPORT - LOTS	LOT	$250.00	322	$80,500	342	$85,500	122	$30,500	0	$0	786	$196,500
TOTAL MISCELLANEOUS & OTHER				**$80,500**		**$85,500**		**$30,500**		**$0**		**$196,500**

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY

NORTH SKY CELINA PID - PHASES 1, 2, & 3

PRIVATE IMPROVEMENTS - CITY OF CELINA

January 24, 2023

	Phase 1	Phase 2	Phase 3		TOTAL
NO. OF LOTS:	322	342	122		786
GROSS AC.	83.2	101.9	35.0		220
NET AC.	80.5	101.9	32.8		215

SUMMARY - PRIVATE IMPROVEMENTS - NORTH SKY CELINA	***Phase 1***	***Phase 2***	***Phase 3***		***TOTAL***
A. CLEARING & EXCAVATION	$1,555,180	$1,570,709	$555,739	$0	$3,681,628
B. RETAINING WALLS	$444,451	$558,638	$284,499	$0	$1,287,588
C. EROSION CONTROL	$80,770	$76,518	$33,315	$0	$190,603
D. AMENITIES, LANDSCAPE, & SCREENING	$4,150,000	$1,160,250	$1,454,250	$0	$6,764,500
E. FRANCHISE UTILITIES	$96,600	$102,600	$36,600	$0	$235,800
F. MISCELLANEOUS & OTHER	$80,500	$85,500	$30,500	$0	$196,500
SUB-TOTAL	$6,407,501	$3,554,214	$2,394,903	$0	$12,356,618
PLANNING, SURVEY, PLATTING, ENG., LA, PERMITTING, & STAKING (10%)	$640,750	$355,421	$239,490	$0	$1,235,662
CONSTRUCTION MANAGEMENT (4%)	$256,300	$142,169	$95,796	$0	$494,265
CITY FEES (0.2%)	$12,815	$7,108	$4,790	$0	$24,713
MISCELLANEOUS & CONTINGENCY (10%)	$640,750	$355,421	$239,490	$0	$1,235,662
TOTAL PRIVATE IMPROVEMENTS COST	**$7,958,117**	**$4,414,334**	**$2,974,469**	**$0**	**$15,346,919**

APPENDIX C-1
LEGAL DESCRIPTION – PID

Legal Description - PID

BEING a tract of land situated in the German Emigration Co. Survey, Abstract No, 357, and the G. A. Wilson Survey, Abstract No. 1072, Collin County, Texas being a 153.177 Acre Tract to John T. Rasor as recorded in Volume 4327, Page 2386 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:
BEGINNING at a 1/2 inch iron rod set for corner, said iron rod being at the northeast corner of said German Emigration Survey, said iron rod also being in the centerline of Spur 483 (Business 289), said iron rod also being at the southeast corner of a 59.555 Acre tract as recorded in Volume 2199, Page 592, D,R,C,C,T,
THENCE South 00 degrees 09 minutes 43 seconds East following the center line of said Spur 483 a distance of 1626.11 feet to a 1/2 inch iron rod set for corner;
THENCE South 89 degrees 37 minutes 15 seconds West following the general course of a wire fence a distance of 4074.68 feet to a bolt found in the top of a 12 inch dia. wood fence corner post;
THENCE North 00 degrees 11 minutes 22 seconds East following the general course of a wire fence a distance of 1653.08 feet to a 1/4 inch iron rod found for corner;
THENCE DUE EAST the general course of a wire fence a distance of 4064.53 feet to the POINT OF BEGINNING and containing 6,672,397 square feet or 153.177 acres of land.

BEING a 66.862 acre tract of land situated in the George A. Wilson Survey, Abstract No. 1072, and the MEP and PRR Co. Survey, Abstract No. 654, in Collin County, Texas, and being part of a 115.71 tract of land conveyed to Willie Douglas Moore, Trustee of the Willie Douglas Moore Revocable Trust and recorded in Collin County Clerk No. 20160526000647060 of the Official Public Records of Collin County, Texas, and being more particularly described in metes and bounds as follows:

BEGINNING at a Bolt found for corner in a fence post at the northwest corner of a 35' access easement as recorded in Collin County Document No. 94-0073233 and in Collin County Document No. 99-0002867 of the Official Public Records of Collin County, Texas and said Bolt being the southwest corner of a called 153.177 acre tract of land as conveyed to Chi Chu Chan, Tsun Huei Chan, and Paul Chan and recorded in Volume 5404, Page 5581 of the Deed Records of Collin County, Texas;

THENCE S 00°36'40" E a distance of 70.00' to a capped 1/2" iron rod stamped "4613" set for the southeast corner;

THENCE S 89°29'14" W across the called 115.71 acre tract of land a distance of 1479.14' to a capped 1/2" iron rod stamped "4613" set for corner in the east line of a called 174.64 acre tract of land as conveyed to Ownsby 1880 Farms, LTD. and recorded in Volume 4332, Page 1047 of the Deed records of Collin County Texas;

THENCE N 13°30'40" W a distance of 195.48' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE S 89°38'20" W a distance of 152.20' to a 1" Pipe found for the southeast corner of a called 161.190 acre tract of land as conveyed to Dynavest Joint Venture in Volume 288, Page 125 of the Deed Records of Collin County, Texas;

THENCE N 02°06'19" W a distance of 1548.42' to a capped 1/2" iron rod stamped "4613" set for the southwest corner of a called 155.26 acre tract of land as conveyed to LMR Holdings, LTD and recorded in Collin County Clerk No. 20090213000158800 of Official Public Records of Collin County, Texas;

THENCE S 89°59'40" E a distance of 1734.20' to a capped 1/2" iron rod stamped "4613" set for the northwest corner of the called 153.177 acre tract of land;

THENCE S 00°02'20" W a distance of 1688.08' to the POINT OF BEGINNING and containing 2,912,529 Square Feet or 66.862 acres of land.

APPENDIX C-2
LEGAL DESCRIPTION – IMPROVEMENT AREA #1

PROPERTY METES AND BOUNDS DESCRIPTION

IMPROVEMENT AREA #1
LEGAL DESCRIPTION
TRACT 1

BEING a tract of land situated in the German Emigration Co. Survey, Abstract No, 357, and being part of a 153.177 acre tract of land as conveyed to CCD-North Sky, LLC in County Clerk No. 20210325000596630 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING in the centerline of Spur 483 (Business 289) at a Mag Nail found for corner, and said Mag Nail being at the northeast corner of said German Emigration Survey, and said Mag Nail also being at the southeast corner of a 57.555 acre tract as recorded in County Clerk No. 20190208000135760 of the Official Public Records of Collin County, Texas;

THENCE South 0 degrees 18 minutes 44 seconds East following the center line of said Spur 483 a distance of 1626.11' to a Mag Nail found for corner;

THENCE S 89°28'14" W with the southline of the called 153.177 acre tract of land a distance of 2029.92' to a 1/2" iron rod with plastic cap stamped "4613" set for the southwest corner of the hereto described tract;

THENCE N 00°31'46" W a distance of 115.00' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N 45°31'46" W a distance of 21.21' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE S 89°28'14" W a distance of 92.17' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N 00°31'46" W a distance of 113.95' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N 09°19'26" E a distance of 53.74' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N 14°27'47" E a distance of 601.90' to a 1/2" iron rod with plastic cap stamped "4613" set for corner at the beginning of a curve to the left;

THENCE with said curve to the left with an arc length of 113.14', with a radius of 375.00', with a chord bearing of N 62°58'14" W, with a chord length of 112.72', to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE S 61°02'30" W a distance of 13.75' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE S 14°27'47" W a distance of 20.92' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N 75°32'13" W a distance of 50.00' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N 14°27'47" E a distance of 21.24' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N 30°32'13" W a distance of 14.14' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N 75°32'13" W a distance of 220.00' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE S 59°27'47" W a distance of 14.14' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE S 14°27'47" W a distance of 19.10' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N 75°32'13" W a distance of 50.00' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N 14°27'47" E a distance of 19.10' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N 30°14'08" W a distance of 14.22' to a 1/2" iron rod with plastic cap stamped "4613" set for corner at the beginning of a non-tangent curve to the right;

THENCE with said non-tangent curve to the right with an arc length of 24.24', with a radius of 425.00', with a chord bearing of N 72°37'47" W, with a chord length of 24.24', to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N 19°00'15" E a distance of 50.00' to a 1/2" iron rod with plastic cap stamped "4613" set for corner at the beginning of a non-tangent curve to the left;

THENCE with said non-tangent curve to the left with an arc length of 20.28', with a radius of 375.00', with a chord bearing of S 72°32'42" E, with a chord length of 20.27', to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N 59°48'11" E a distance of 14.06' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N 14°27'47" E a distance of 57.91' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N 75°32'13" W a distance of 120.00' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N 14°27'47" E a distance of 195.00' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N 09°30'27" E a distance of 65.24' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N 00°09'01" W a distance of 222.85' to a 1/2" iron rod with plastic cap stamped "4613" set for corner in the north line of said 153.177 acre tract of land;

THENCE N 89°50'58" E a distance of 2438.29' to the POINT OF BEGINNING and containing 3,624,995 Square Feet or 83.218 acres of land.

TRACT 2: (Easement Estate)

Non-exclusive easement rights created by that certain easement for right-of-way filed 05/05/1958, recorded in Volume 539, Page 86, and by easement for right-of-way filed 03/19/1990, recorded in Volume 3235, Page 921, Deed Records, Collin County, Texas.

APPENDIX C-3
LEGAL DESCRIPTION – MAJOR IMPROVEMENT AREA

PROPERTY METES AND BOUNDS DESCRIPTION

MAJOR IMPROVEMENT AREA
LEGAL DESCRIPTION
TRACT 1

BEING a tract of land situated in the German Emigration Co. Survey, Abstract No, 357, the George A. Wilson Survey, Abstract No. 1072, and the MEP and PRR Co. Survey, Abstract No. 654, in Collin County, Texas, and being part of Tract 2, a 66.862 tract of land, and Tract 1, a 153.177 acre tract of land as conveyed to CCD-North Sky, LLC in County Clerk No. 20210325000596630 of the Official Public Records of Collin County, Texas, and being more particularly described in metes and bounds as follows:

BEGINNING at a Bolt found for corner in a fence post at the northwest corner of a 35' access easement as recorded in Collin County Document No. 94-0073233 and in Collin County Document No. 99-0002867 of the Official Public Records of Collin County, Texas and said Bolt being the southwest corner of said Tract 1, the called 153.177-acre tract of land;

THENCE S 00°36'40" E a distance of 70.00' to a capped 1/2" iron rod stamped "4613" found for the southeast corner said Tract 2, the called 66.862 tract of land;

THENCE S 89°29'14" W a distance of 1479.14' to a capped 1/2" iron rod stamped "4613" found for corner in the east line of a called 174.64-acre tract of land as conveyed to Ownsby 1880 Farms, LTD. and recorded in Volume 4332, Page 1047 of the Deed records of Collin County Texas;

THENCE N 13°30'40" W a distance of 195.48' to a capped 1/2" iron rod stamped "4613" found for corner;

THENCE S 89°38'20" W a distance of 152.20' to a 1" Pipe found for the southeast corner of a called 161.190 acre tract of land as conveyed to Dynavest Joint Venture in Volume 2288, Page 125 of the Deed Records of Collin County, Texas;

THENCE N 02°06'19" W a distance of 1548.42' to a wood corner post found for the southwest corner of a called 155.26 acre tract of land as conveyed to LMR Holdings, LTD. and recorded in Collin County Clerk No. 20090213000158800 of Official Public Records of Collin County, Texas;

THENCE S 89°59'40" E a distance of 1734.20' to a 1/2" iron rod found for the northwest corner of the called 153.177 acre tract of land;

THENCE N 89°50'58" E a distance of 1626.24' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE S 00°09'01" E a distance of 222.85' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE S 09°30'27" W a distance of 65.24' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE S 14°27'47" W a distance of 195.00' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE S 75°32'13" E a distance of 120.00' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE S 14°27'47" W a distance of 57.91' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE S 59°48'11" W a distance of 14.06' to a capped 1/2" iron rod stamped "4613" set for corner at the beginning of a non-tangent curve to the right;

THENCE with said non-tangent curve to the right with an arc length of 20.28', with a radius of 375.00', with a chord bearing of N 72°32'42" W, with a chord length of 20.27', to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE S 19°00'15" W a distance of 50.00' to a capped 1/2" iron rod stamped "4613" set for corner at the beginning of a non-tangent curve to the left;

THENCE with said non-tangent curve to the left with an arc length of 24.24', with a radius of 425.00', with a chord bearing of S 72°37'47" E, with a chord length of 24.24', to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE S 30°14'08" E a distance of 14.22' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE S 14°27'47" W a distance of 19.10' to a capped 1/2" iron rod stamped "4613" set for corner;

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THENCE N 14°27'47" E a distance of 19.10' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE N 59°27'47" E a distance of 14.14' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE S 75°32'13" E a distance of 220.00' to a capped 1/2" iron rod stamped "4613" set for corner;

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THENCE N 61°02'30" E a distance of 13.75' to a capped 1/2" iron rod stamped "4613" set for corner at the beginning of a non-tangent curve to the right;

THENCE with said non-tangent curve to the right with an arc length of 113.14', with a radius of 375.00', with a chord bearing of S 62°58'14" E, with a chord length of 112.72', to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE S 14°27'47" W a distance of 601.90' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE S 09°19'26" W a distance of 53.74' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE S 00°31'46" E a distance of 113.95' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE N 89°28'14" E a distance of 92.17' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE S 45°31'46" E a distance of 21.21' to a capped 1/2" iron rod stamped "4613" set for corner;

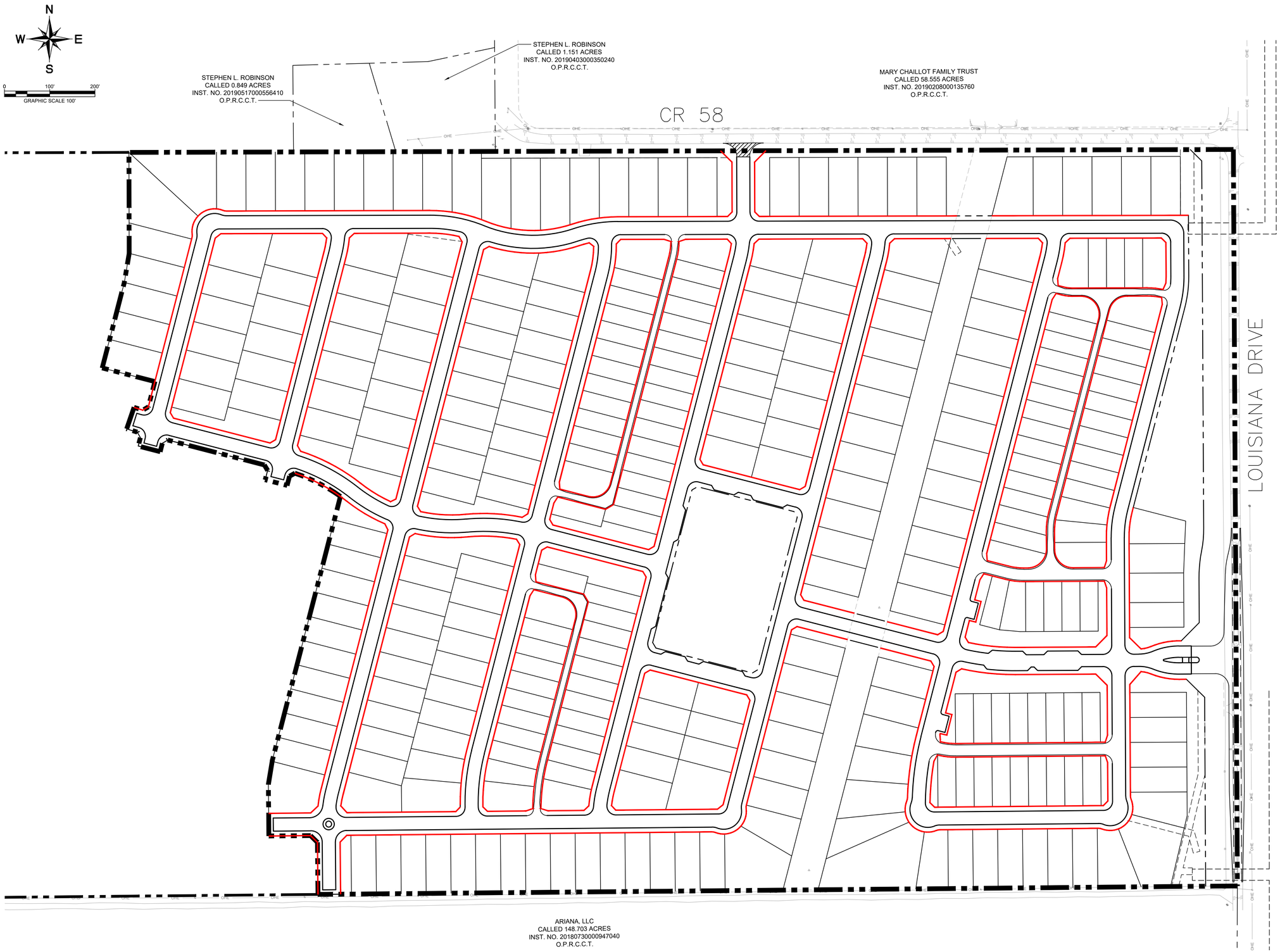
THENCE S 00°31'46" E a distance of 115.00' to a capped 1/2" iron rod stamped "4613" set for corner set in the south line of the said 153.177 acre tract of land;

THENCE S 89°28'14" W a distance of 2044.76' to the POINT OF BEGINNING and containing 5,961,814 Square Feet or 136.864 acres of land.

TRACT 2: (Easement Estate)

Non-exclusive easement rights created by that certain easement for right-of-way filed 05/05/1958, recorded in Volume 539, Page 86, and by easement for right-of-way filed 03/19/1990, recorded in Volume 3235, Page 921, Deed Records, Collin County, Texas.

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS



LEGEND

- PROPERTY LIMITS
- PROPOSED CURLEX EROSION CONTROL

EXHIBIT K
EROSION CONTROL

North Sky Celina Phase 1

Celina, Texas
February 2022

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
2. AERIAL IMAGE BY NEARMAP, COPYRIGHT 2021

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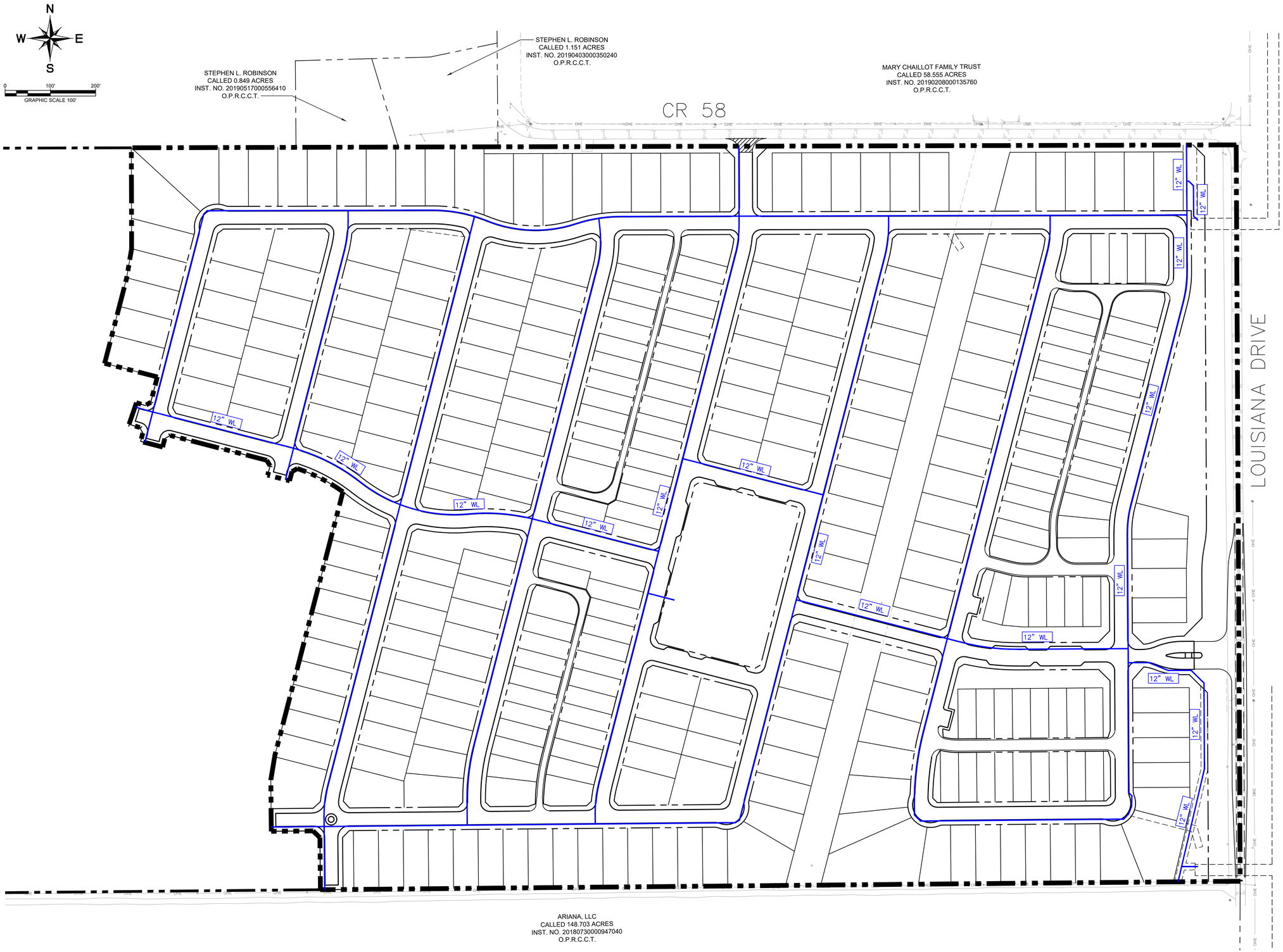

LEGEND

- PROPERTY LIMITS
- PHASE 1 WATER LINES

NOTES:

ALL WATERLINES SHALL BE 8" UNLESS OTHERWISE NOTED.

EXHIBIT J
WATER DISTRIBUTION SYSTEM

North Sky Celina Phase 1

Celina, Texas
February 2022

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

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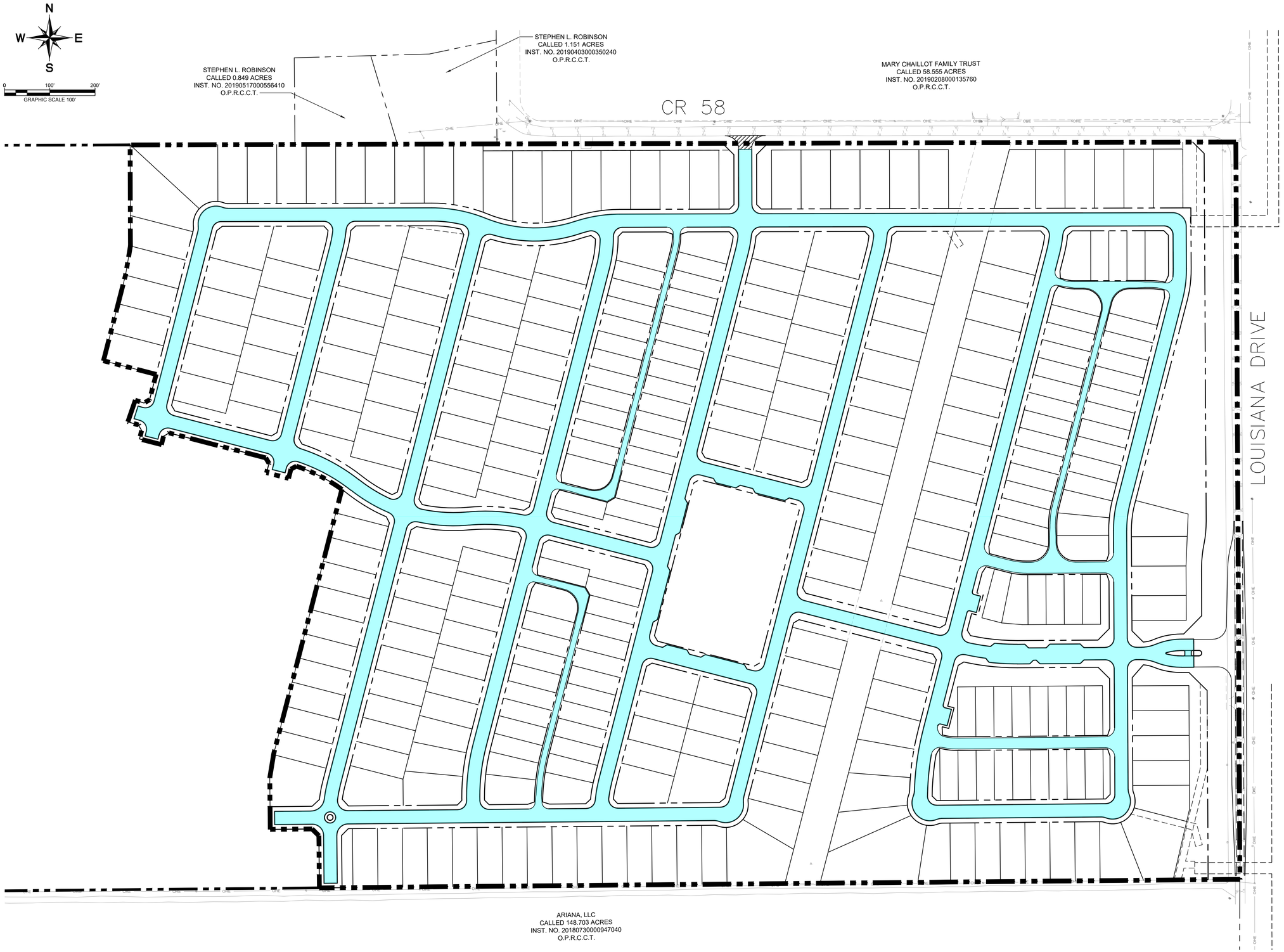

LEGEND

- PROPERTY LIMITS
- PHASE 1 ROADWAY AREAS CONTAINING STORM IMPROVEMENTS

EXHIBIT I
STORM SEWER
FOR MINOR AREA

North Sky Celina Phase 1

Celina, Texas
February 2022

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

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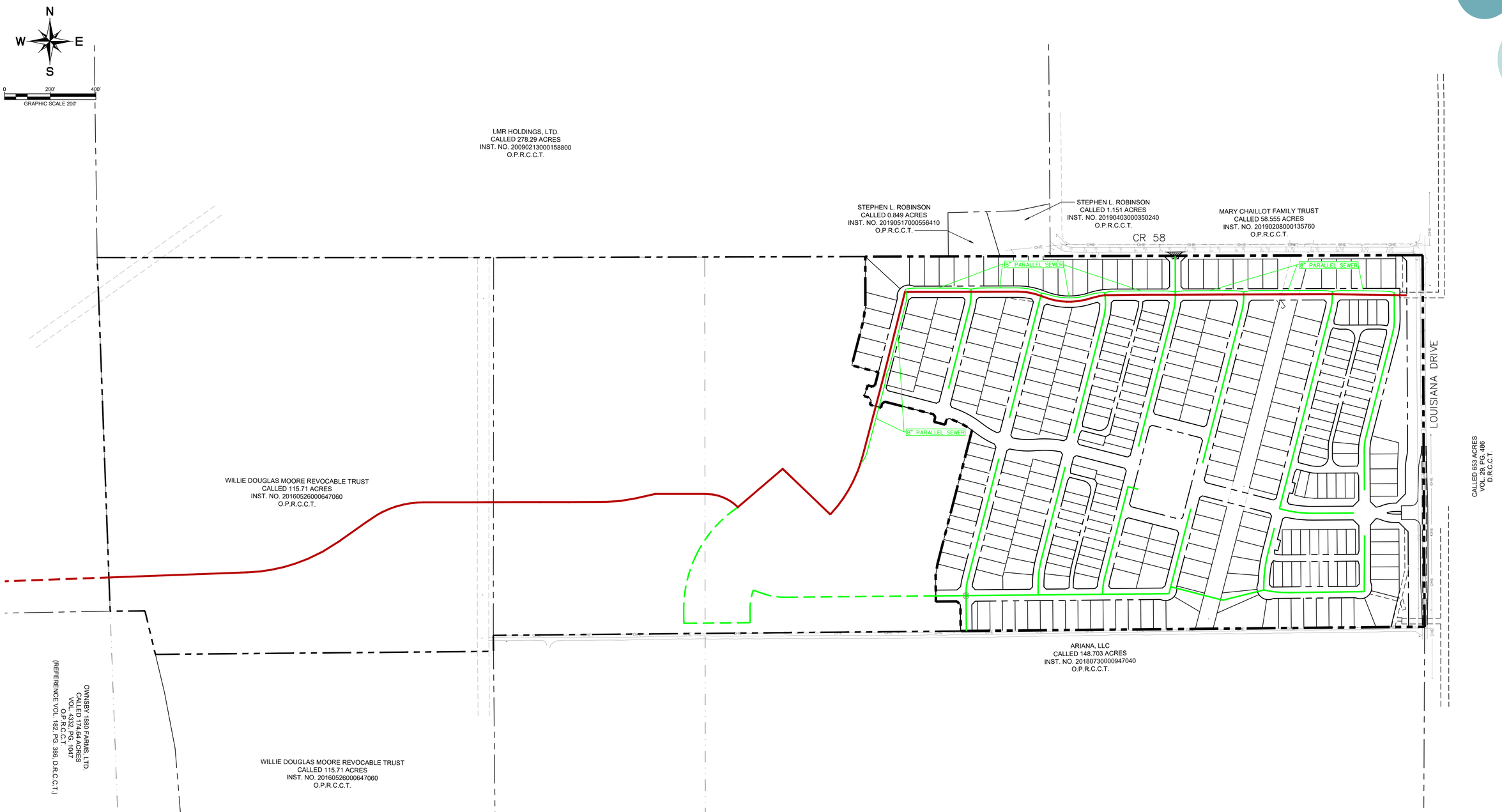

LEGEND

- PROPERTY LIMITS
- PHASE 1 SANITARY SEWER LINES
- PHASE 2 SANITARY SEWER LINES
- ONSITE HUBBARD IMPROVEMENT SEWER (CITY REIMBURSED)
- OFFSITE SEWER

EXHIBIT H
SANITARY SEWER

North Sky Celina Phase 1

Celina, Texas
February 2022

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

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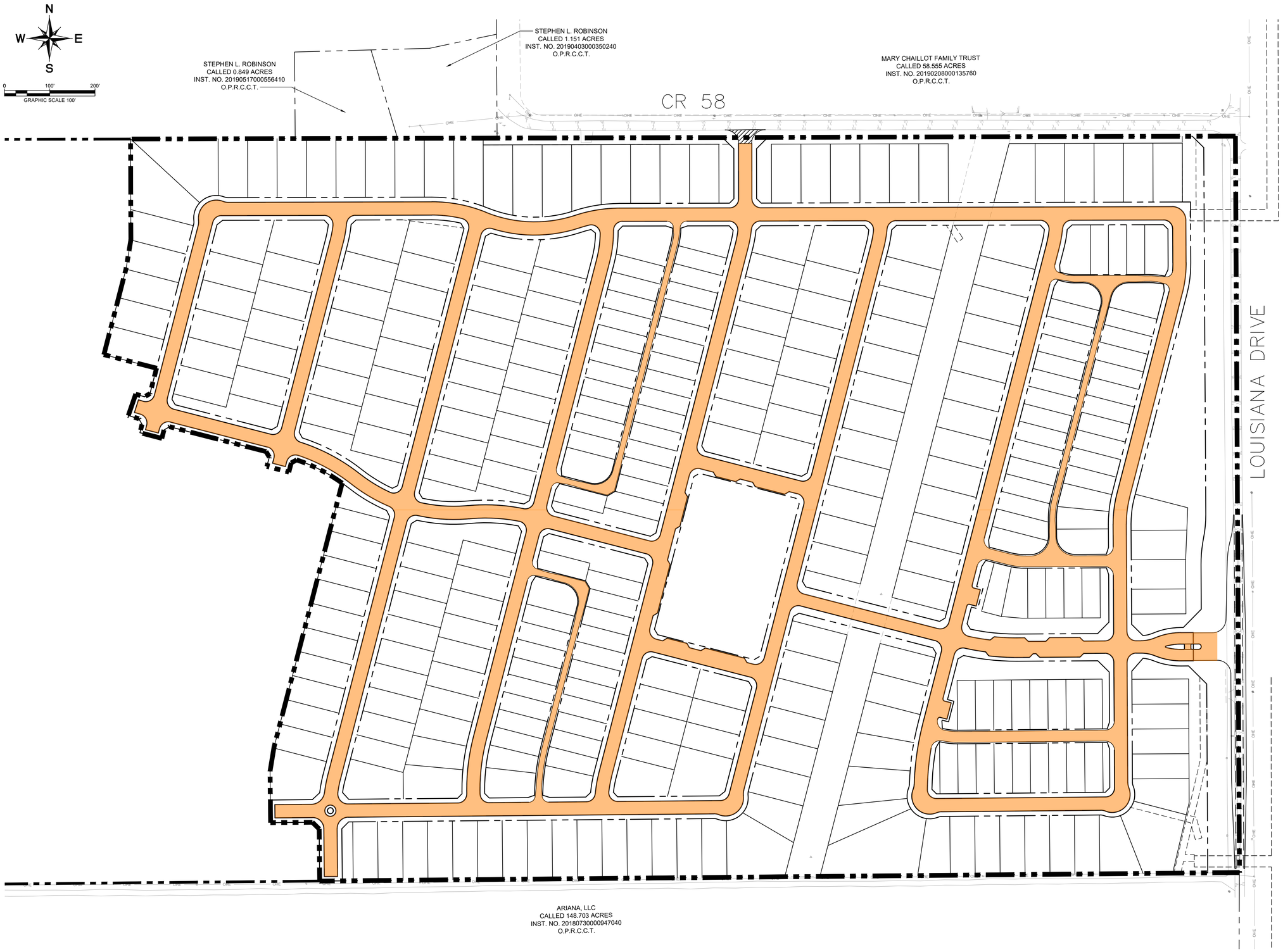

LEGEND

- PROPERTY LIMITS
- PHASE 1 ROADWAY

EXHIBIT G
ROADWAY IMPROVEMENTS

North Sky Celina Phase 1

Celina, Texas
February 2022

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

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0 200' 400'
GRAPHIC SCALE 200'

LMR HOLDINGS, LTD.
CALLED 278.29 ACRES
INST. NO. 20090213000158800
O.P.R.C.C.T.

STEPHEN L. ROBINSON
CALLED 1.151 ACRES
INST. NO. 20190403000350240
O.P.R.C.C.T.

STEPHEN L. ROBINSON
CALLED 0.849 ACRES
INST. NO. 20190517000556410
O.P.R.C.C.T.

MARY CHAILLOT FAMILY TRUST
CALLED 58.555 ACRES
INST. NO. 20190208000135760
O.P.R.C.C.T.

Pressure Reducing Valve

CR 58

OHE

MAJOR IMPROVEMENT AREA

IMPROVEMENT PHASE 1

LOUISIANA DRIVE

CALLED 653 ACRES
VOL. 29, PG. 486
D.R.C.C.T.

WILLIE DOUGLAS MOORE REVOCABLE TRUST
CALLED 115.71 ACRES
INST. NO. 20160526000647060
O.P.R.C.C.T.

OWNSBY 1880 FARMS, LTD.
CALLED 174.64 ACRES
VOL. 4332, PG. 1047
O.P.R.C.C.T.
(REFERENCE VOL. 162, PG. 386, D.R.C.C.T.)

WILLIE DOUGLAS MOORE REVOCABLE TRUST
CALLED 115.71 ACRES
INST. NO. 20160526000647060
O.P.R.C.C.T.

Pressure Reducing Valve

ARIANA, LLC
CALLED 148.703 ACRES
INST. NO. 20180730000947040
O.P.R.C.C.T.

LEGEND

PROPERTY LIMITS

MAJOR IMPROVEMENT
PRESSURE REDUCING VALVE

EXHIBIT F
PRESSURE REDUCING VALVES

North Sky Celina Phase 1

Celina, Texas
February 2022

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

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GRAPHIC SCALE 200'

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MARY CHAILLOT FAMILY TRUST
CALLED 58.555 ACRES
INST. NO. 20190208000135760
O.P.R.C.C.T.

CR 58

OHE

MAJOR IMPROVEMENT AREA

IMPROVEMENT PHASE 1

LOUISIANA DRIVE

CALLED 653 ACRES
VOL. 29, PG. 486
D.R.C.C.T.

WILLIE DOUGLAS MOORE REVOCABLE TRUST
CALLED 115.71 ACRES
INST. NO. 20160526000647060
O.P.R.C.C.T.

Detention Pond

OWNSBY 1880 FARMS, LTD.
CALLED 174.64 ACRES
VOL. 4332, PG. 1047
O.P.R.C.C.T.
(REFERENCE VOL. 162, PG. 386, D.R.C.C.T.)

WILLIE DOUGLAS MOORE REVOCABLE TRUST
CALLED 115.71 ACRES
INST. NO. 20160526000647060
O.P.R.C.C.T.

ARIANA, LLC
CALLED 148.703 ACRES
INST. NO. 20180730000947040
O.P.R.C.C.T.

LEGEND

PROPERTY LIMITS

MAJOR IMPROVEMENT DETENTION POND

EXHIBIT E
DETENTION POND

North Sky Celina Phase 1

Celina, Texas
February 2022

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

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0 200' 400'
GRAPHIC SCALE 200'

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O.P.R.C.C.T.

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CALLED 0.849 ACRES
INST. NO. 20190517000556410
O.P.R.C.C.T.

MARY CHAILLOT FAMILY TRUST
CALLED 58.555 ACRES
INST. NO. 20190208000135760
O.P.R.C.C.T.

CR 58

OHE

MAJOR IMPROVEMENT AREA

IMPROVEMENT PHASE 1

LOUISIANA DRIVE

CALLED 653 ACRES
VOL. 29, PG. 486
D.R.C.C.T.

WILLIE DOUGLAS MOORE REVOCABLE TRUST
CALLED 115.71 ACRES
INST. NO. 20160526000647060
O.P.R.C.C.T.

OWNSBY 1880 FARMS, LTD.
CALLED 174.64 ACRES
VOL. 4332, PG. 1047
O.P.R.C.C.T.
(REFERENCE VOL. 162, PG. 386, D.R.C.C.T.)

WILLIE DOUGLAS MOORE REVOCABLE TRUST
CALLED 115.71 ACRES
INST. NO. 20160526000647060
O.P.R.C.C.T.

ARIANA, LLC
CALLED 148.703 ACRES
INST. NO. 20180730000947040
O.P.R.C.C.T.

LEGEND

PROPERTY LIMITS

MAJOR IMPROVEMENT ROADWAY

EXHIBIT D
LOUISIANA DRIVE IMPROVEMENTS

North Sky Celina Phase 1

Celina, Texas
February 2022

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

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PROPOSED WASTEWATER LINES TO BE CONSTRUCTED BY LEGACY HILLS

FUTURE LEGACY DRIVE

FUTURE CELINA PKWY

BASE COST (BY DEVELOPER - 70.35% PID ELIGIBLE)
BASE COST (ASHTON WOODS REIMBURSEMENT - 29.65%)
OVERSIZE COST - BY CITY OF CELINA

ASHTON WOODS TRACT

PID ELIGIBLE OFFSITE SEWER IMPROVEMENTS

MAJOR IMPROVEMENT AREA

NORTH SKY CELINA PHASE 1

HUBBARD TRACT

WASTEWATER TREATMENT PLANT

FUTURE G A MOORE PKWY

PROPOSED WASTEWATER TREATMENT PLANT TO BE CONSTRUCTED BY LEGACY HILLS

FEMA ZONE "A" 100-YR FLOOD PLAIN

FUTURE DEVELOPMENT AREA

OWNSBY 1880 FARMS TRACT

MOORE TRACT

ARIANA TRACT

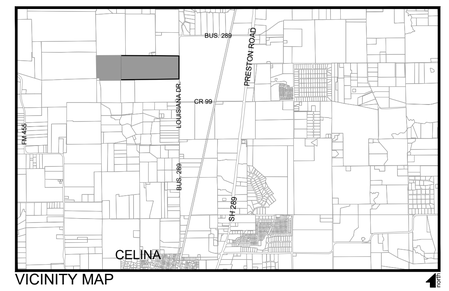
BASE COST (BY DEVELOPER - PID ELIGIBLE)
OVERSIZE COST - BY CITY OF CELINA

LOUISIANA STREET

GRAPHIC SCALE IN FEET
0 250 500 1000
1"=500' @ 22x34

LEGEND

- OFFSITE SANITARY SEWER
- PROPERTY LIMITS
- PHASE BOUNDARY



VICINITY MAP

EXHIBIT "C"
OFFSITE WASTEWATER IMPROVEMENTS

North Sky Celina

February 2022

Plotted By:Kane, Kevin Date:February 02, 2022 11:48:00am File Path: K:\FRI_Civil\063248100 - Chan-Moore\Cad\Exhibits\PlanSheets\Zoning\Exhibit C - offsite sewer PID Exhibit.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

APPENDIX E
PID ASSESSMENT NOTICE

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 ***North Sky 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.

[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.

[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.

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.

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of three Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 65 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 55 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 40 feet, 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.

Table F-1
Proposed Development within the PID

Description	Proposed Development	
Single-Family - 65 Ft	234	Units
Single-Family - 55 Ft	326	Units
Single-Family - 40 Ft	226	Units
Total	**786**	**Units**

Table F-2 shows the proposed residential units within Improvement Area #1.

Table F-2
Proposed Development – Improvement Area #1

Description	Proposed Development	
Single-Family - 65 Ft	109	Units
Single-Family - 55 Ft	102	Units
Single-Family - 40 Ft	111	Units
Total	**322**	**Units**

Table F-3 shows the proposed residential units within the Major Improvement Area.

Table F-3
Proposed Development –Major Improvement Area

Description	Proposed Development	
Single-Family - 65 Ft	125	Units
Single-Family - 55 Ft	224	Units
Single-Family - 40 Ft	115	Units
Total	**464**	**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 (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 respective 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., 65 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 (65 Ft Lots) representing the highest value to Lot Type 3 (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 (65 Ft Lots) to 1.0.

Table F-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (65 Ft)	$510,000	1.00	per dwelling unit
Lot Type 2 (55 Ft)	$450,000	0.88	per dwelling unit
Lot Type 3 (40 Ft)	$375,000	0.74	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 (65 Ft)	125	1.00	125.00
Lot Type 2 (55 Ft)	224	0.88	197.12
Lot Type 3 (40 Ft)	115	0.74	85.10
Total Equivalent Units	**464**		**407.22**

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 (65 Ft)	109	1.00	109.00
Lot Type 2 (55 Ft)	102	0.88	89.76
Lot Type 3 (40 Ft)	111	0.74	82.14
Total Equivalent Units	**322**		**280.90**

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 $3,452,000. As shown in Table F-5, there are a total of 407.22 estimated Equivalent Units in the Major Improvement Area, resulting in an Assessment per Equivalent Unit of $8,476.99.

The Assessment per dwelling unit or acre is calculated as the product of (i) $8,476.99 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 1 (65 Ft Lot) dwelling unit is $8,476.99 (i.e. $8,476.99 x 1.00). The Assessment for a Lot Type 2 (55 Ft Lot) dwelling unit is $7,459.75 (i.e. $8,476.99 x 0.88). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $6,272.97 (i.e. $8,476.99 x 0.74). 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

Type	Planned No. of units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (65 Ft)	125	$8,476.99	1.00	$8,476.99	per dwelling unit	$1,059,624
Lot Type 2 (55 Ft)	224	$8,476.99	0.88	$7,459.75	per dwelling unit	$1,670,984
Lot Type 3 (40 Ft)	115	$8,476.99	0.74	$6,272.97	per dwelling unit	$721,392
Total	**464**					**$3,452,000**

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

Description	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 (65 Ft)	125	$80,000	$510,000	$8,476.99	9.44	60.16
Lot Type 2 (55 Ft)	224	$66,000	$450,000	$7,459.75	8.85	60.32
Lot Type 3 (40 Ft)	115	$49,400	$375,000	$6,272.97	7.88	59.78

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.

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Table F-9
Estimated Tax Rate Equivalent Per Unit –Major Improvement Area

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 (65 Ft)	125	$80,000	$510,000	$815.12	$1.019	$0.160
Lot Type 2 (55Ft)	224	$66,000	$450,000	$717.30	$1.087	$0.159
Lot Type 3 (40 Ft)	115	$49,400	$375,000	$603.19	$1.221	$0.161

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 - Original

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 original total Assessment to be allocated on all Parcels within Improvement Area #1, is $12,765,000. As shown in Table F-6, there are a total of 280.90 estimated Equivalent Units in Improvement Area #1, resulting in an original Assessment per Equivalent Unit of $45,443.22.

The original Assessment per dwelling unit or acre is calculated as the product of (i) $45,443.22 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The original Assessment for a Lot Type 1 (65 Ft Lot) dwelling unit is $45,443.22 (i.e. $45,443.22 x 1.00). The original Assessment for a Lot Type 2 (55 Ft Lot) dwelling unit is $39,990.03 (i.e. $45,443.22 x 0.88). The original Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $33,627.98 (i.e. $45,443.22 x 0.74). Table F-10 sets forth the original Assessment per dwelling unit for each Lot Type in Improvement Area #1.

Table F-10
Assessment Per Unit – Improvement Area #1 – Original

Type	Planned No. of units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (65 Ft)	109	$45,443.22	1.00	$45,443.22	per dwelling unit	$4,953,311
Lot Type 2 (55 Ft)	102	$45,443.22	0.88	$39,990.03	per dwelling unit	$4,078,983
Lot Type 3 (40 Ft)	111	$45,443.22	0.74	$33,627.98	per dwelling unit	$3,732,706
Total	**322**					**$12,765,000**

The original projected leverage calculated based on the estimated finished lot values and home values for each unit is shown in Table F-11.

Table F-11
Projected Leverage – Improvement Area #1 - Original

Description	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 (65 Ft)	109	$80,000	$510,000	$45,443.22	1.76	11.22
Lot Type 2 (55 Ft)	102	$66,000	$450,000	$39,990.03	1.65	11.25
Lot Type 3 (40 Ft)	111	$49,400	$375,000	$33,627.98	1.47	11.15

The original 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 – Original

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 (65 Ft)	109	$80,000	$510,000	$3,554.94	$4.444	$0.697
Lot Type 2 (55Ft)	102	$66,000	$450,000	$3,128.35	$4.740	$0.695
Lot Type 3 (40 Ft)	111	$49,400	$375,000	$2,630.66	$5.325	$0.702

E) Allocation of Assessments to Lots within Improvement Area #1 - Outstanding

As shown in Section IV of this Service and Assessment Plan, the total amount of the Improvement Area #1 Bonds, which represents the outstanding total Assessment currently allocated on all Parcels within Improvement Area #1, is $12,680,000. As shown in Table F-6, there are a total of 280.90 estimated Equivalent Units in Improvement Area #1, resulting in an outstanding Assessment per Equivalent Unit of $45,140.62

The outstanding Assessment per dwelling unit or acre is calculated as the product of (i) $45,140.62 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the outstanding Assessment for a Lot Type 1 (65 Ft Lot) dwelling unit is $45,140.62 (i.e. $45,140.62 x 1.00). The outstanding Assessment for a Lot Type 2 (55 Ft Lot) dwelling unit is $39,723.75 (i.e. $45,140.62 x 0.88). The outstanding Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $33,404.06 (i.e. $45,140,62 x 0.74). Table F-13 sets forth the outstanding Assessment per dwelling unit for each Lot Type in Improvement Area #1.

Table F-13
Assessment Per Unit – Improvement Area #1 - Outstanding

Type	Planned No. of units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments[1]
Lot Type 1 (65 Ft)	109	$45,140.62	1.00	$45,140.62	per dwelling unit	$4,920,328
Lot Type 2 (55 Ft)	102	$45,140.62	0.88	$39,723.75	per dwelling unit	$4,051,822
Lot Type 3 (40 Ft)	111	$45,140.62	0.74	$33,404.06	per dwelling unit	$3,707,850
Total	**322**					**$12,680,000**

[1]Total Assessment takes reflects the outstanding Assessment based on the reduction in principal from a payment made on 9/1/2024.

The outstanding projected leverage calculated based on the estimated finished lot values and home values for each unit is shown in Table F-14.

Table F-14
Projected Leverage – Improvement Area #1 - Outstanding

Description	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 (65 Ft)	109	$80,000	$510,000	$45,140.62	1.77	11.30
Lot Type 2 (55 Ft)	102	$66,000	$450,000	$39,723.75	1.66	11.33
Lot Type 3 (40 Ft)	111	$49,400	$375,000	$33,404.06	1.48	11.23

The outstanding 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 – Improvement Area #1 - Outstanding

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 (65 Ft)	109	$80,000	$510,000	$3,573.94	$4.467	$0.701
Lot Type 2 (55Ft)	102	$66,000	$450,000	$3,145.06	$4.765	$0.699
Lot Type 3 (40 Ft)	111	$49,400	$375,000	$2,644.71	$5.354	$0.705

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.

APPENDIX G
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Appendix G-1
Major Improvement Area Assessment Roll

Parcel	**1014547, 1014538, 2834103 and part of 2120983**
Equivalent Units	**407.22**
Assessment	**$3,452,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$98,314	$0	$0	($98,314)	$0
9/1/24	$58,000	$205,773	$51,000	$17,260	$0	$332,033
9/1/25	$60,000	$202,945	$52,020	$16,970	$0	$331,935
9/1/26	$62,000	$200,020	$53,060	$16,670	$0	$331,750
9/1/27	$65,000	$196,998	$54,122	$16,360	$0	$332,479
9/1/28	$67,000	$193,829	$55,204	$16,035	$0	$332,068
9/1/29	$69,000	$190,563	$56,308	$15,700	$0	$331,571
9/1/30	$72,000	$187,199	$57,434	$15,355	$0	$331,988
9/1/31	$75,000	$183,689	$58,583	$14,995	$0	$332,267
9/1/32	$78,000	$179,095	$59,755	$14,620	$0	$331,470
9/1/33	$82,000	$174,318	$60,950	$14,230	$0	$331,497
9/1/34	$87,000	$169,295	$62,169	$13,820	$0	$332,284
9/1/35	$91,000	$163,966	$63,412	$13,385	$0	$331,763
9/1/36	$96,000	$158,393	$64,680	$12,930	$0	$332,003
9/1/37	$101,000	$152,513	$65,974	$12,450	$0	$331,936
9/1/38	$106,000	$146,326	$67,293	$11,945	$0	$331,565
9/1/39	$112,000	$139,834	$68,639	$11,415	$0	$331,888
9/1/40	$118,000	$132,974	$70,012	$10,855	$0	$331,841
9/1/41	$125,000	$125,746	$71,412	$10,265	$0	$332,424
9/1/42	$131,000	$118,090	$72,841	$9,640	$0	$331,571
9/1/43	$139,000	$110,066	$74,297	$8,985	$0	$332,349
9/1/44	$146,000	$101,553	$75,783	$8,290	$0	$331,626
9/1/45	$154,000	$92,610	$77,299	$7,560	$0	$331,469
9/1/46	$163,000	$83,178	$78,845	$6,790	$0	$331,812
9/1/47	$172,000	$73,194	$80,422	$5,975	$0	$331,591
9/1/48	$182,000	$62,659	$82,030	$5,115	$0	$331,804
9/1/49	$193,000	$51,511	$83,671	$4,205	$0	$332,387
9/1/50	$204,000	$39,690	$85,344	$3,240	$0	$332,274
9/1/51	$216,000	$27,195	$87,051	$2,220	$0	$332,466
9/1/52	$228,000	$13,965	$88,792	$1,140	$0	$331,897
Total	**$3,452,000**	**$3,975,496**	**$1,978,404**	**$318,420**	**($98,314)**	**$9,626,007**

[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 4.875% in years 1 through 8 (2023-2030), and 6.125% in years 9 through 30 (2031-2052).
[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 year 2023 were funded with Bond proceeds.

Appendix G-2
Major Improvement Area Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (65 Ft)**
Equivalent Units	**1.00**
Assessment	**$8,476.99**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$241	$0	$0	($241)	$0
9/1/24	$142	$505	$125	$42	$0	$815
9/1/25	$147	$498	$128	$42	$0	$815
9/1/26	$152	$491	$130	$41	$0	$815
9/1/27	$160	$484	$133	$40	$0	$816
9/1/28	$165	$476	$136	$39	$0	$815
9/1/29	$169	$468	$138	$39	$0	$814
9/1/30	$177	$460	$141	$38	$0	$815
9/1/31	$184	$451	$144	$37	$0	$816
9/1/32	$192	$440	$147	$36	$0	$814
9/1/33	$201	$428	$150	$35	$0	$814
9/1/34	$214	$416	$153	$34	$0	$816
9/1/35	$223	$403	$156	$33	$0	$815
9/1/36	$236	$389	$159	$32	$0	$815
9/1/37	$248	$375	$162	$31	$0	$815
9/1/38	$260	$359	$165	$29	$0	$814
9/1/39	$275	$343	$169	$28	$0	$815
9/1/40	$290	$327	$172	$27	$0	$815
9/1/41	$307	$309	$175	$25	$0	$816
9/1/42	$322	$290	$179	$24	$0	$814
9/1/43	$341	$270	$182	$22	$0	$816
9/1/44	$359	$249	$186	$20	$0	$814
9/1/45	$378	$227	$190	$19	$0	$814
9/1/46	$400	$204	$194	$17	$0	$815
9/1/47	$422	$180	$197	$15	$0	$814
9/1/48	$447	$154	$201	$13	$0	$815
9/1/49	$474	$126	$205	$10	$0	$816
9/1/50	$501	$97	$210	$8	$0	$816
9/1/51	$530	$67	$214	$5	$0	$816
9/1/52	$560	$34	$218	$3	$0	$815
Total	**$8,477**	**$9,763**	**$4,858**	**$782**	**($241)**	**$23,638**

[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 4.875% in years 1 through 8 (2023-2030), and 6.125% in years 9 through 30 (2031-2052).
[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 year 2023 were funded with Bond proceeds.

Appendix G-3
Major Improvement Area Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (55 Ft)**
Equivalent Units	**0.88**
Assessment	**$7,459.75**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$212	$0	$0	($212)	$0
9/1/24	$125	$445	$110	$37	$0	$718
9/1/25	$130	$439	$112	$37	$0	$717
9/1/26	$134	$432	$115	$36	$0	$717
9/1/27	$140	$426	$117	$35	$0	$718
9/1/28	$145	$419	$119	$35	$0	$718
9/1/29	$149	$412	$122	$34	$0	$717
9/1/30	$156	$405	$124	$33	$0	$717
9/1/31	$162	$397	$127	$32	$0	$718
9/1/32	$169	$387	$129	$32	$0	$716
9/1/33	$177	$377	$132	$31	$0	$716
9/1/34	$188	$366	$134	$30	$0	$718
9/1/35	$197	$354	$137	$29	$0	$717
9/1/36	$207	$342	$140	$28	$0	$717
9/1/37	$218	$330	$143	$27	$0	$717
9/1/38	$229	$316	$145	$26	$0	$717
9/1/39	$242	$302	$148	$25	$0	$717
9/1/40	$255	$287	$151	$23	$0	$717
9/1/41	$270	$272	$154	$22	$0	$718
9/1/42	$283	$255	$157	$21	$0	$717
9/1/43	$300	$238	$161	$19	$0	$718
9/1/44	$316	$219	$164	$18	$0	$717
9/1/45	$333	$200	$167	$16	$0	$716
9/1/46	$352	$180	$170	$15	$0	$717
9/1/47	$372	$158	$174	$13	$0	$717
9/1/48	$393	$135	$177	$11	$0	$717
9/1/49	$417	$111	$181	$9	$0	$718
9/1/50	$441	$86	$184	$7	$0	$718
9/1/51	$467	$59	$188	$5	$0	$718
9/1/52	$493	$30	$192	$2	$0	$717
Total	**$7,460**	**$8,591**	**$4,275**	**$688**	**($212)**	**$20,802**

[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 4.875% in years 1 through 8 (2023-2030), and 6.125% in years 9 through 30 (2031-2052).
[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 year 2023 were funded with Bond proceeds.

Appendix G-4
Major Improvement Area Assessment Roll by Lot Type

Lot Type	**Lot Type 3 (40 Ft)**
Equivalent Units	**0.74**
Assessment	**$6,272.97**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$0	$179	$0	$0	($179)	$0
9/1/24	$105	$374	$93	$31	$0	$603
9/1/25	$109	$369	$95	$31	$0	$603
9/1/26	$113	$363	$96	$30	$0	$603
9/1/27	$118	$358	$98	$30	$0	$604
9/1/28	$122	$352	$100	$29	$0	$603
9/1/29	$125	$346	$102	$29	$0	$603
9/1/30	$131	$340	$104	$28	$0	$603
9/1/31	$136	$334	$106	$27	$0	$604
9/1/32	$142	$325	$109	$27	$0	$602
9/1/33	$149	$317	$111	$26	$0	$602
9/1/34	$158	$308	$113	$25	$0	$604
9/1/35	$165	$298	$115	$24	$0	$603
9/1/36	$174	$288	$118	$23	$0	$603
9/1/37	$184	$277	$120	$23	$0	$603
9/1/38	$193	$266	$122	$22	$0	$603
9/1/39	$204	$254	$125	$21	$0	$603
9/1/40	$214	$242	$127	$20	$0	$603
9/1/41	$227	$229	$130	$19	$0	$604
9/1/42	$238	$215	$132	$18	$0	$603
9/1/43	$253	$200	$135	$16	$0	$604
9/1/44	$265	$185	$138	$15	$0	$603
9/1/45	$280	$168	$140	$14	$0	$602
9/1/46	$296	$151	$143	$12	$0	$603
9/1/47	$313	$133	$146	$11	$0	$603
9/1/48	$331	$114	$149	$9	$0	$603
9/1/49	$351	$94	$152	$8	$0	$604
9/1/50	$371	$72	$155	$6	$0	$604
9/1/51	$393	$49	$158	$4	$0	$604
9/1/52	$414	$25	$161	$2	$0	$603
Total	**$6,273**	**$7,224**	**$3,595**	**$579**	**($179)**	**$17,492**

[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 4.875% in years 1 through 8 (2023-2030), and 6.125% in years 9 through 30 (2031-2052).
[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 year 2023 were funded with Bond proceeds.

Appendix C
Assessment Roll Summary - Major Improvement Area
2024-25

Parcel	Estimated No. of units	Lot Size	Lot Type	Equivalent Units	Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	Annual Installment
1014538	112	65,55,40	Various	99.24	$827,121.85	$14,622.07	$45,593.82	$4,135.61	$12,655.89	$77,007.40
1014547	200	65,55,40	Various	179.82	$1,498,720.79	$26,494.77	$82,614.69	$7,493.60	$22,932.11	$139,535.17
2120983	152	65,55,40	Various	128.16	$1,068,157.36	$18,883.16	$58,880.54	$5,340.79	$16,344.00	$99,448.49
	464			**407.22**	**$3,394,000**	**$60,000.00**	**$187,089.05**	**$16,970.00**	**$51,932.00**	**$315,991.05**

APPENDIX H
IMPROVEMENT AREA #1 ASSESSMENT ROLL

Appendix H-1
Improvement Area #1 Assessment Roll - Outstanding

Parcel	**See Roll Summary**
Equivalent Units	**280.90**
Assessment	**$12,680,000**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$172,076	$0	$0	$0	($172,076)	$0
9/1/24	$471,158	$639,634	$51,000	$33,575	$0	$1,195,367
9/1/25	$471,303	$411,218	$52,020	$62,165	$0	$996,706
9/1/26	$471,228	$411,595	$59,060	$61,130	$0	$1,003,013
9/1/27	$469,934	$412,590	$60,242	$60,040	$0	$1,002,805
9/1/28	$469,465	$413,255	$61,446	$58,900	$0	$1,003,066
9/1/29	$469,778	$413,590	$62,675	$57,705	$0	$1,003,748
9/1/30	$468,828	$414,595	$63,929	$56,445	$0	$1,003,796
9/1/31	$468,659	$414,215	$65,207	$55,130	$0	$1,003,211
9/1/32	$467,758	$415,505	$66,512	$53,745	$0	$1,003,519
9/1/33	$467,480	$416,355	$67,842	$52,285	$0	$1,003,962
9/1/34	$466,773	$416,765	$69,199	$50,745	$0	$1,003,481
9/1/35	$466,635	$417,735	$70,583	$49,120	$0	$1,004,073
9/1/36	$466,014	$418,210	$71,994	$47,405	$0	$1,003,623
9/1/37	$465,909	$419,190	$73,434	$45,595	$0	$1,004,128
9/1/38	$465,266	$419,620	$74,903	$43,685	$0	$1,003,474
9/1/39	$465,086	$420,500	$76,401	$41,670	$0	$1,003,657
9/1/40	$465,315	$421,775	$77,929	$39,540	$0	$1,004,559
9/1/41	$464,899	$422,390	$79,488	$37,290	$0	$1,004,066
9/1/42	$464,838	$423,345	$81,077	$34,915	$0	$1,004,175
9/1/43	$464,078	$424,585	$82,699	$32,405	$0	$1,003,766
9/1/44	$464,619	$426,055	$84,353	$29,755	$0	$1,004,782
9/1/45	$464,644	$427,700	$86,040	$26,950	$0	$1,005,334
9/1/46	$463,769	$428,465	$87,761	$23,985	$0	$1,003,979
9/1/47	$463,994	$430,350	$89,516	$20,850	$0	$1,004,710
9/1/48	$464,206	$432,245	$91,306	$17,530	$0	$1,005,287
9/1/49	$464,350	$434,095	$93,132	$14,015	$0	$1,005,592
9/1/50	$464,369	$434,845	$94,995	$10,300	$0	$1,004,509
9/1/51	$465,206	$437,495	$96,895	$6,365	$0	$1,005,961
9/1/52	$464,750	$438,880	$98,833	$4,280	$0	$1,006,743
Total	**$13,059,148**	**$11,817,163**	**$2,139,470**	**$1,093,945**	**$0**	**$28,109,726**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds.
[2]Represents the principal and interest on the Series 2023 Improvement Area #1 Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 8 (2023-2030), 5.375% in years 9 through 21 (2031-2043), and 5.625% in years 22 through 30 (2044-2052).
[3]Represents the principal and interest on the Series 2024 Improvement Area #1 Bonds. Interest is calculated using an estimated interest rate of 5.50%.
[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 were funded with proceeds of the Series 2023 Improvement Area #1 Bonds.

Appendix H-2
Improvement Area #1 Assessment Roll by Lot Type - Outstanding

Lot Type	**Lot Type 1 (65 Ft)**
Equivalent Units	**1.00**
Assessment	**$45,140.62**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$613	$0	$0	$0	($613)	$0
9/1/24	$1,677	$2,277	$182	$120	$0	$4,255
9/1/25	$1,678	$1,464	$185	$221	$0	$3,548
9/1/26	$1,678	$1,465	$210	$218	$0	$3,571
9/1/27	$1,673	$1,469	$214	$214	$0	$3,570
9/1/28	$1,671	$1,471	$219	$210	$0	$3,571
9/1/29	$1,672	$1,472	$223	$205	$0	$3,573
9/1/30	$1,669	$1,476	$228	$201	$0	$3,574
9/1/31	$1,668	$1,475	$232	$196	$0	$3,571
9/1/32	$1,665	$1,479	$237	$191	$0	$3,573
9/1/33	$1,664	$1,482	$242	$186	$0	$3,574
9/1/34	$1,662	$1,484	$246	$181	$0	$3,572
9/1/35	$1,661	$1,487	$251	$175	$0	$3,574
9/1/36	$1,659	$1,489	$256	$169	$0	$3,573
9/1/37	$1,659	$1,492	$261	$162	$0	$3,575
9/1/38	$1,656	$1,494	$267	$156	$0	$3,572
9/1/39	$1,656	$1,497	$272	$148	$0	$3,573
9/1/40	$1,657	$1,502	$277	$141	$0	$3,576
9/1/41	$1,655	$1,504	$283	$133	$0	$3,574
9/1/42	$1,655	$1,507	$289	$124	$0	$3,575
9/1/43	$1,652	$1,512	$294	$115	$0	$3,573
9/1/44	$1,654	$1,517	$300	$106	$0	$3,577
9/1/45	$1,654	$1,523	$306	$96	$0	$3,579
9/1/46	$1,651	$1,525	$312	$85	$0	$3,574
9/1/47	$1,652	$1,532	$319	$74	$0	$3,577
9/1/48	$1,653	$1,539	$325	$62	$0	$3,579
9/1/49	$1,653	$1,545	$332	$50	$0	$3,580
9/1/50	$1,653	$1,548	$338	$37	$0	$3,576
9/1/51	$1,656	$1,557	$345	$23	$0	$3,581
9/1/52	$1,655	$1,562	$352	$15	$0	$3,584
Total	**$46,490**	**$42,069**	**$7,616**	**$3,894**	**$0**	**$100,070**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds.
[2]Represents the principal and interest on the Series 2023 Improvement Area #1 Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 8 (2023-2030), 5.375% in years 9 through 21 (2031-2043), and 5.625% in years 22 through 30 (2044-2052).
[3]Represents the principal and interest on the Series 2024 Improvement Area #1 Bonds. Interest is calculated using an estimated interest rate of 5.50%.
[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 were funded with proceeds of the Series 2023 Improvement Area #1 Bonds.

Appendix H-3
Improvement Area #1 Assessment Roll by Lot Type - Outstanding

Lot Type	**Lot Type 2 (55 Ft)**
Equivalent Units	**0.88**
Assessment	**$39,723.75**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$539	$0	$0	$0	($539)	$0
9/1/24	$1,476	$2,004	$160	$105	$0	$3,745
9/1/25	$1,476	$1,288	$163	$195	$0	$3,122
9/1/26	$1,476	$1,289	$185	$192	$0	$3,142
9/1/27	$1,472	$1,293	$189	$188	$0	$3,142
9/1/28	$1,471	$1,295	$192	$185	$0	$3,142
9/1/29	$1,472	$1,296	$196	$181	$0	$3,145
9/1/30	$1,469	$1,299	$200	$177	$0	$3,145
9/1/31	$1,468	$1,298	$204	$173	$0	$3,143
9/1/32	$1,465	$1,302	$208	$168	$0	$3,144
9/1/33	$1,465	$1,304	$213	$164	$0	$3,145
9/1/34	$1,462	$1,306	$217	$159	$0	$3,144
9/1/35	$1,462	$1,309	$221	$154	$0	$3,146
9/1/36	$1,460	$1,310	$226	$149	$0	$3,144
9/1/37	$1,460	$1,313	$230	$143	$0	$3,146
9/1/38	$1,458	$1,315	$235	$137	$0	$3,144
9/1/39	$1,457	$1,317	$239	$131	$0	$3,144
9/1/40	$1,458	$1,321	$244	$124	$0	$3,147
9/1/41	$1,456	$1,323	$249	$117	$0	$3,146
9/1/42	$1,456	$1,326	$254	$109	$0	$3,146
9/1/43	$1,454	$1,330	$259	$102	$0	$3,145
9/1/44	$1,456	$1,335	$264	$93	$0	$3,148
9/1/45	$1,456	$1,340	$270	$84	$0	$3,149
9/1/46	$1,453	$1,342	$275	$75	$0	$3,145
9/1/47	$1,454	$1,348	$280	$65	$0	$3,148
9/1/48	$1,454	$1,354	$286	$55	$0	$3,149
9/1/49	$1,455	$1,360	$292	$44	$0	$3,150
9/1/50	$1,455	$1,362	$298	$32	$0	$3,147
9/1/51	$1,457	$1,371	$304	$20	$0	$3,151
9/1/52	$1,456	$1,375	$310	$13	$0	$3,154
Total	**$42,388**	**$39,024**	**$6,862**	**$3,532**	**$0**	**$91,807**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds.
[2]Represents the principal and interest on the Series 2023 Improvement Area #1 Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 8 (2023-2030), 5.375% in years 9 through 21 (2031-2043), and 5.625% in years 22 through 30 (2044-2052).
[3]Represents the principal and interest on the Series 2024 Improvement Area #1 Bonds. Interest is calculated using an estimated interest rate of 5.50%.
[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 were funded with proceeds of the Series 2023 Improvement Area #1 Bonds.

Appendix H-4
Improvement Area #1 Assessment Roll by Lot Type - Outstanding

Lot Type	**Lot Type 3 (40 Ft)**
Equivalent Units	**0.74**
Assessment	**$33,404.06**

Year[1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest	Total Annual Installment
9/1/23	$453	$0	$0	$0	($453)	$0
9/1/24	$1,241	$1,685	$134	$88	$0	$3,149
9/1/25	$1,242	$1,083	$137	$164	$0	$2,626
9/1/26	$1,241	$1,084	$156	$161	$0	$2,642
9/1/27	$1,238	$1,087	$159	$158	$0	$2,642
9/1/28	$1,237	$1,089	$162	$155	$0	$2,642
9/1/29	$1,238	$1,090	$165	$152	$0	$2,644
9/1/30	$1,235	$1,092	$168	$149	$0	$2,644
9/1/31	$1,235	$1,091	$172	$145	$0	$2,643
9/1/32	$1,232	$1,095	$175	$142	$0	$2,644
9/1/33	$1,232	$1,097	$179	$138	$0	$2,645
9/1/34	$1,230	$1,098	$182	$134	$0	$2,644
9/1/35	$1,229	$1,100	$186	$129	$0	$2,645
9/1/36	$1,228	$1,102	$190	$125	$0	$2,644
9/1/37	$1,227	$1,104	$193	$120	$0	$2,645
9/1/38	$1,226	$1,105	$197	$115	$0	$2,644
9/1/39	$1,225	$1,108	$201	$110	$0	$2,644
9/1/40	$1,226	$1,111	$205	$104	$0	$2,646
9/1/41	$1,225	$1,113	$209	$98	$0	$2,645
9/1/42	$1,225	$1,115	$214	$92	$0	$2,645
9/1/43	$1,223	$1,119	$218	$85	$0	$2,644
9/1/44	$1,224	$1,122	$222	$78	$0	$2,647
9/1/45	$1,224	$1,127	$227	$71	$0	$2,648
9/1/46	$1,222	$1,129	$231	$63	$0	$2,645
9/1/47	$1,222	$1,134	$236	$55	$0	$2,647
9/1/48	$1,223	$1,139	$241	$46	$0	$2,648
9/1/49	$1,223	$1,144	$245	$37	$0	$2,649
9/1/50	$1,223	$1,146	$250	$27	$0	$2,646
9/1/51	$1,226	$1,153	$255	$17	$0	$2,650
9/1/52	$1,224	$1,156	$260	$11	$0	$2,652
Total	**$35,644**	**$32,816**	**$5,771**	**$2,970**	**$0**	**$77,201**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Improvement Area #1 Bonds.

[2]Represents the principal and interest on the Series 2023 Improvement Area #1 Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 8 (2023-2030), 5.375% in years 9 through 21 (2031-2043), and 5.625% in years 22 through 30 (2044-2052).

[3]Represents the principal and interest on the Series 2024 Improvement Area #1 Bonds. Interest is calculated using an estimated interest rate of 5.50%.

[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 were funded with proceeds of the Series 2023 Improvement Area #1 Bonds.

Appendix H-5
Assessment Roll Summary - Improvement Area #1

Parcel	Lot Type	Total Equivalent Units	Total Outstanding Assessment
2901880	2	0.88	$39,723.75
2901883	2	0.88	$39,723.75
2901884	2	0.88	$39,723.75
2901885	2	0.88	$39,723.75
2901886	2	0.88	$39,723.75
2901887	2	0.88	$39,723.75
2901888	2	0.88	$39,723.75
2901889	2	0.88	$39,723.75
2901890	2	0.88	$39,723.75
2901891	2	0.88	$39,723.75
2901892	2	0.88	$39,723.75
2901893	2	0.88	$39,723.75
2901894	2	0.88	$39,723.75
2901895	2	0.88	$39,723.75
2901896	2	0.88	$39,723.75
2901897	1	1	$45,140.62
2901898	1	1	$45,140.62
2901899	1	1	$45,140.62
2901900	1	1	$45,140.62
2901901	1	1	$45,140.62
2901902	1	1	$45,140.62
2901903	1	1	$45,140.62
2901904	1	1	$45,140.62
2901905	1	1	$45,140.62
2901906	1	1	$45,140.62
2901907	1	1	$45,140.62
2901908	2	0.88	$39,723.75
2901909	2	0.88	$39,723.75
2901910	2	0.88	$39,723.75
2901911	2	0.88	$39,723.75
2901912	2	0.88	$39,723.75
2901913	2	0.88	$39,723.75
2901914	2	0.88	$39,723.75
2901915	2	0.88	$39,723.75
2901916	2	0.88	$39,723.75
2901917	2	0.88	$39,723.75
2901918	2	0.88	$39,723.75
2901919	2	0.88	$39,723.75
2901920	2	0.88	$39,723.75
2901921	2	0.88	$39,723.75

Parcel	Lot Type	Total Equivalent Units	Total Outstanding Assessment
2901922	2	0.88	$39,723.75
2901923	2	0.88	$39,723.75
2901924	Non-Assessed	0	$0.00
2901925	Non-Assessed	0	$0.00
2901926	Non-Assessed	0	$0.00
2901927	Non-Assessed	0	$0.00
2901928	Non-Assessed	0	$0.00
2901929	Non-Assessed	0	$0.00
2901930	Non-Assessed	0	$0.00
2901931	Non-Assessed	0	$0.00
2901932	3	0.74	$33,404.06
2901933	3	0.74	$33,404.06
2901934	3	0.74	$33,404.06
2901935	3	0.74	$33,404.06
2901936	3	0.74	$33,404.06
2901937	3	0.74	$33,404.06
2901938	3	0.74	$33,404.06
2901939	3	0.74	$33,404.06
2901940	3	0.74	$33,404.06
2901941	3	0.74	$33,404.06
2901942	3	0.74	$33,404.06
2901943	3	0.74	$33,404.06
2901944	3	0.74	$33,404.06
2901945	3	0.74	$33,404.06
2901946	3	0.74	$33,404.06
2901947	3	0.74	$33,404.06
2901948	3	0.74	$33,404.06
2901949	3	0.74	$33,404.06
2901950	3	0.74	$33,404.06
2901951	3	0.74	$33,404.06
2901952	3	0.74	$33,404.06
2901953	3	0.74	$33,404.06
2901954	3	0.74	$33,404.06
2901955	3	0.74	$33,404.06
2901956	3	0.74	$33,404.06
2901957	3	0.74	$33,404.06
2901958	3	0.74	$33,404.06
2901959	3	0.74	$33,404.06
2901960	3	0.74	$33,404.06
2901961	3	0.74	$33,404.06
2901962	3	0.74	$33,404.06
2901963	3	0.74	$33,404.06
2901964	3	0.74	$33,404.06

Parcel	Lot Type	Total Equivalent Units	Total Outstanding Assessment
2901965	3	0.74	$33,404.06
2901966	3	0.74	$33,404.06
2901967	3	0.74	$33,404.06
2901968	3	0.74	$33,404.06
2901969	3	0.74	$33,404.06
2901970	3	0.74	$33,404.06
2901971	3	0.74	$33,404.06
2901972	3	0.74	$33,404.06
2901973	3	0.74	$33,404.06
2901974	3	0.74	$33,404.06
2901975	3	0.74	$33,404.06
2901976	3	0.74	$33,404.06
2901977	3	0.74	$33,404.06
2901978	3	0.74	$33,404.06
2901979	3	0.74	$33,404.06
2901980	3	0.74	$33,404.06
2901981	3	0.74	$33,404.06
2901982	3	0.74	$33,404.06
2901983	3	0.74	$33,404.06
2901984	3	0.74	$33,404.06
2901985	3	0.74	$33,404.06
2901986	3	0.74	$33,404.06
2901987	3	0.74	$33,404.06
2901988	3	0.74	$33,404.06
2901989	Non-Assessed	0	$0.00
2901990	Non-Assessed	0	$0.00
2901991	Non-Assessed	0	$0.00
2901992	2	0.88	$39,723.75
2901993	1	1	$45,140.62
2901994	1	1	$45,140.62
2901995	2	0.88	$39,723.75
2901996	1	1	$45,140.62
2901997	1	1	$45,140.62
2901998	1	1	$45,140.62
2901999	1	1	$45,140.62
2902000	1	1	$45,140.62
2902001	1	1	$45,140.62
2902002	1	1	$45,140.62
2902003	1	1	$45,140.62
2902004	1	1	$45,140.62

Parcel	Lot Type	Total Equivalent Units	Total Outstanding Assessment
2902005	1	1	$45,140.62
2902006	1	1	$45,140.62
2902007	1	1	$45,140.62
2902008	1	1	$45,140.62
2902009	1	1	$45,140.62
2902010	1	1	$45,140.62
2902011	1	1	$45,140.62
2902012	1	1	$45,140.62
2902013	1	1	$45,140.62
2902014	1	1	$45,140.62
2902015	1	1	$45,140.62
2902016	1	1	$45,140.62
2902017	1	1	$45,140.62
2902018	1	1	$45,140.62
2902019	1	1	$45,140.62
2902020	1	1	$45,140.62
2902021	1	1	$45,140.62
2902022	1	1	$45,140.62
2902023	1	1	$45,140.62
2902024	1	1	$45,140.62
2902025	1	1	$45,140.62
2902026	1	1	$45,140.62
2902027	1	1	$45,140.62
2902028	1	1	$45,140.62
2902029	1	1	$45,140.62
2902030	1	1	$45,140.62
2902031	1	1	$45,140.62
2902032	1	1	$45,140.62
2902033	2	0.88	$39,723.75
2902034	2	0.88	$39,723.75
2902035	2	0.88	$39,723.75
2902036	2	0.88	$39,723.75
2902037	2	0.88	$39,723.75
2902038	2	0.88	$39,723.75
2902039	2	0.88	$39,723.75
2902040	2	0.88	$39,723.75
2902041	2	0.88	$39,723.75
2902042	1	1	$45,140.62
2902043	1	1	$45,140.62
2902044	1	1	$45,140.62
2902045	1	1	$45,140.62
2902046	1	1	$45,140.62
2902047	1	1	$45,140.62

Parcel	Lot Type	Total Equivalent Units	Total Outstanding Assessment
2902049	1	1	$45,140.62
2902050	1	1	$45,140.62
2902051	2	0.88	$39,723.75
2902052	2	0.88	$39,723.75
2902053	2	0.88	$39,723.75
2902054	2	0.88	$39,723.75
2902055	2	0.88	$39,723.75
2902056	2	0.88	$39,723.75
2902057	2	0.88	$39,723.75
2902058	2	0.88	$39,723.75
2902059	2	0.88	$39,723.75
2902060	3	0.74	$33,404.06
2902061	3	0.74	$33,404.06
2902062	3	0.74	$33,404.06
2902063	3	0.74	$33,404.06
2902064	3	0.74	$33,404.06
2902065	3	0.74	$33,404.06
2902066	3	0.74	$33,404.06
2902067	3	0.74	$33,404.06
2902068	3	0.74	$33,404.06
2902069	3	0.74	$33,404.06
2902070	3	0.74	$33,404.06
2902071	3	0.74	$33,404.06
2902072	3	0.74	$33,404.06
2902073	3	0.74	$33,404.06
2902074	3	0.74	$33,404.06
2902075	3	0.74	$33,404.06
2902076	3	0.74	$33,404.06
2902077	3	0.74	$33,404.06
2902078	3	0.74	$33,404.06
2902079	3	0.74	$33,404.06
2902080	3	0.74	$33,404.06
2902081	3	0.74	$33,404.06
2902082	3	0.74	$33,404.06
2902083	3	0.74	$33,404.06
2902084	3	0.74	$33,404.06
2902085	3	0.74	$33,404.06
2902086	3	0.74	$33,404.06
2902087	3	0.74	$33,404.06
2902088	3	0.74	$33,404.06
2902089	3	0.74	$33,404.06
2902090	3	0.74	$33,404.06
2902091	3	0.74	$33,404.06

Parcel	Lot Type	Total Equivalent Units	Total Outstanding Assessment
2902092	3	0.74	$33,404.06
2902093	3	0.74	$33,404.06
2902094	3	0.74	$33,404.06
2902095	3	0.74	$33,404.06
2902096	3	0.74	$33,404.06
2902097	3	0.74	$33,404.06
2902098	3	0.74	$33,404.06
2902099	3	0.74	$33,404.06
2902100	3	0.74	$33,404.06
2902101	3	0.74	$33,404.06
2902102	3	0.74	$33,404.06
2902103	3	0.74	$33,404.06
2902104	3	0.74	$33,404.06
2902105	3	0.74	$33,404.06
2902106	3	0.74	$33,404.06
2902107	3	0.74	$33,404.06
2902108	3	0.74	$33,404.06
2902109	3	0.74	$33,404.06
2902110	3	0.74	$33,404.06
2902111	3	0.74	$33,404.06
2902112	3	0.74	$33,404.06
2902113	3	0.74	$33,404.06
2902114	2	0.88	$39,723.75
2902115	2	0.88	$39,723.75
2902116	2	0.88	$39,723.75
2902117	2	0.88	$39,723.75
2902118	2	0.88	$39,723.75
2902119	2	0.88	$39,723.75
2902120	2	0.88	$39,723.75
2902121	2	0.88	$39,723.75
2902122	2	0.88	$39,723.75
2902123	2	0.88	$39,723.75
2902124	2	0.88	$39,723.75
2902125	2	0.88	$39,723.75
2902126	2	0.88	$39,723.75
2902127	2	0.88	$39,723.75
2902128	2	0.88	$39,723.75
2902129	2	0.88	$39,723.75
2902130	2	0.88	$39,723.75
2902131	2	0.88	$39,723.75
2902132	2	0.88	$39,723.75
2902133	2	0.88	$39,723.75
2902134	2	0.88	$39,723.75

Parcel	Lot Type	Total Equivalent Units	Total Outstanding Assessment
2902135	2	0.88	$39,723.75
2902136	2	0.88	$39,723.75
2902137	2	0.88	$39,723.75
2902138	2	0.88	$39,723.75
2902139	2	0.88	$39,723.75
2902140	2	0.88	$39,723.75
2902141	2	0.88	$39,723.75
2902142	2	0.88	$39,723.75
2902143	2	0.88	$39,723.75
2902144	2	0.88	$39,723.75
2902145	2	0.88	$39,723.75
2902146	2	0.88	$39,723.75
2902147	2	0.88	$39,723.75
2902148	2	0.88	$39,723.75
2902149	2	0.88	$39,723.75
2902150	2	0.88	$39,723.75
2902151	2	0.88	$39,723.75
2902152	2	0.88	$39,723.75
2902153	2	0.88	$39,723.75
2902154	2	0.88	$39,723.75
2902155	2	0.88	$39,723.75
2902156	2	0.88	$39,723.75
2902157	2	0.88	$39,723.75
2902158	2	0.88	$39,723.75
2902159	2	0.88	$39,723.75
2902160	2	0.88	$39,723.75
2902161	2	0.88	$39,723.75
2902162	2	0.88	$39,723.75
2902163	2	0.88	$39,723.75
2902164	2	0.88	$39,723.75
2902165	Non-Assessed	0	$0.00
2902166	Non-Assessed	0	$0.00
2902167	Non-Assessed	0	$0.00
2902168	Non-Assessed	0	$0.00
2902169	Non-Assessed	0	$0.00
2902170	Non-Assessed	0	$0.00
2902171	Non-Assessed	0	$0.00
2902172	Non-Assessed	0	$0.00
2902173	1	1	$45,140.62
2902174	1	1	$45,140.62
2902175	1	1	$45,140.62
2902176	1	1	$45,140.62
2902177	1	1	$45,140.62

Parcel	Lot Type	Total Equivalent Units	Total Outstanding Assessment
2902178	1	1	$45,140.62
2902179	1	1	$45,140.62
2902180	1	1	$45,140.62
2902181	1	1	$45,140.62
2902182	1	1	$45,140.62
2902183	1	1	$45,140.62
2902184	1	1	$45,140.62
2902185	1	1	$45,140.62
2902186	1	1	$45,140.62
2902187	1	1	$45,140.62
2902188	1	1	$45,140.62
2902189	1	1	$45,140.62
2902190	1	1	$45,140.62
2902191	1	1	$45,140.62
2902192	1	1	$45,140.62
2902193	1	1	$45,140.62
2902194	1	1	$45,140.62
2902195	1	1	$45,140.62
2902196	1	1	$45,140.62
2902197	1	1	$45,140.62
2902198	1	1	$45,140.62
2902199	1	1	$45,140.62
2902200	1	1	$45,140.62
2902201	1	1	$45,140.62
2902202	1	1	$45,140.62
2902203	1	1	$45,140.62
2902204	1	1	$45,140.62
2902205	1	1	$45,140.62
2902206	1	1	$45,140.62
2902207	1	1	$45,140.62
2902208	1	1	$45,140.62
2902209	1	1	$45,140.62
2902210	1	1	$45,140.62
2902211	1	1	$45,140.62
2902212	1	1	$45,140.62
2902213	1	1	$45,140.62
2902214	1	1	$45,140.62
2902215	1	1	$45,140.62
2902216	1	1	$45,140.62
2902217	1	1	$45,140.62
2902218	1	1	$45,140.62
2902219	1	1	$45,140.62
2902220	1	1	$45,140.62

Parcel	Lot Type	Total Equivalent Units	Total Outstanding Assessment
2902221	1	1	$45,140.62
2902222	1	1	$45,140.62
2902223	1	1	$45,140.62
2902224	Non-Assessed	0	$0.00
2902225	Non-Assessed	0	$0.00
2902226	Non-Assessed	0	$0.00
Total		**280.90**	**$12,680,000**

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Robert Ranc, City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Ty Behringer
Date:	October 8, 2024
Re:	Code of Ethics for Elected and Appointed Officials

Action Requested:
Consider and act upon an Ordinance adopting a Code of Ethics for Elected and Appointed Officials; providing findings; providing for a cumulative repealer clause; providing for savings; providing for severability; providing for engrossment and enrollment; and providing an effective date. (Ranc)

Background Information:
At the February 2024 City Council retreat, the Council reviewed the operation and conduct of its members, as well as the boards, commissions, and committees it appoints. Following these discussions, staff was tasked with drafting a comprehensive code of ethics to apply across all these entities. Developed in collaboration with the City Attorney, the draft code of ethics aligns with state laws and outlines standards of ethical conduct for local officials. Key sections address standards of conduct, nepotism, gifts, misuse of information, and procedures for handling complaints.

During the June 25, 2024, City Council Work Session, Council reviewed the draft code of ethics and requested revisions to the definition of "permissible gift" to eliminate some of the flexibility in its interpretation. Specifically, the draft code of ethics includes the provision that an elected or appointed official may not receive a gift from a person or entity that has a contract with the City. This revision, along with other grammatical and non-substantive edits, have been incorporated. The revised Code of Ethics for Elected and Appointed Officials is included as Exhibit A in the attached ordinance.

At the August 13, 2024, City Council Meeting, Council requested further revision of Section 1(b)(2) of the draft code of ethics as it related to filing conflict disclosure statements with respect

to a business entity. The circumstances under which filing a conflict disclosure statement is mandatory under the draft code of ethics include the following:

- If the business entity has or is being considered for a contract with the city; and/or
- If the business entity has a business or employment relationship with the official or their family member that results in taxable income exceeding $2,500 in the 12 months before the official becomes aware of the contract or potential contract; and/or
- If the business entity has given the official or their family member gifts that are not permissible with an aggregate value of more than $100 within the same 12-month period; and/or
- If the official has a family relationship with someone in the business entity.

It should be noted that, other than the minor modification directed at the June 25, 2024, Council meeting, the ethical requirements of the draft code of ethics are a duplication of the requirements already existing in State laws such as the Texas Local Government Code, Texas Government Code, etc. The primary difference between existing State regulations and the draft code of ethics is that the draft code of ethics establishes policies by which the Council receives complaints, investigates complaints, and, if necessary, sanctions appointed and elected officials for violations of the draft code of ethics. Although Council can remove a member of an appointed board or commission for any reason or no reason, it cannot remove council members from office for any reason, including violating the draft code of ethics. Accordingly, the sanctions for potential violations of the draft ethics policy include the following:

- **Letter of Notification** – Appropriate sanction when the violation is clearly unintentional, or when the conduct was done in reliance upon an opinion of the City Attorney.
- **Letter of Admonition** – Appropriate sanction when the violation is minor and/or may have been unintentional.
- **Letter of Reprimand** – Appropriate sanction for a serious violation committed intentionally or knowingly through disregard of the ethics policy.
- **Letter of Censure** – Appropriate sanction for serious violation and/or more than one serious violation or repeated serious violations committed intentionally through disregard of the ethics policy.

Given the nearly identical provisions of the draft code of ethics and existing State law, as well as the limited action Council can take regarding violations of the draft code of ethics, Council may determine the best course of action is to forego adopting the draft code of ethics and rely on the Texas Ethics Commission (Ethics Commission) to enforce ethical provisions in existing State law. The Ethics Commission has procedures in place to receive, investigate, and sanction local elected and appointed officials who run afoul of applicable provisions of State law. The Ethics Commission's complaint enforcement process is included with this memorandum for reference. For ethical violations that rise to the level of a criminal offense, the District Attorney has the power to prosecute for violations. Accordingly, staff is proposing one of the following policy options for Council's consideration:

- **Option A –** Adopt the Ethics Ordinance for Elected and Appointed Officials.

- **Option B –** Do not adopt the draft code of ordinances. Applicable State law will apply to elected and appointed officials, with the Texas Ethics Commission responsible for the enforcement of State law.
- **Option C –** Other direction as determined by City Council.

Legal Review:
The City Attorney has reviewed the draft code of ethics.

Supporting Documents:
1. Ordinance
2. Staff Presentation
3. Texas Ethics Commission Complaint Enforcement Process

Financial Consideration:
There are no financial obligations being considered at this time.

Staff Recommendation:
Staff recommends Council adopt one of the policy options described above.

CITY OF CELINA, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF CELINA, TEXAS, ADOPTING A CODE OF ETHICS; PROVIDING FINDINGS; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council desires to adopt ethical standards and procedures for investigations of alleged violations thereof; and

WHEREAS, the City Council has determined that the public interest will be served by the adoption of this Ordinance.

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
CODE OF ETHICS ADOPTED

The Code of Ethics attached hereto as Exhibit "A", and incur[orated as if fully set forth herein, is adopted as the Cide of Ethics for the City of Celina.

SECTION 4
CUMULATIVE REPEALER CLAUSE

All provisions of any ordinance in conflict with this Ordinance are hereby repealed, but such repeal shall not abate any pending prosecution from violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinance shall remain in full force and effect.

SECTION 5
SAVING CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provision of any other ordinance, including the City's Code of Ordinances, which have accrued 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 maybe prosecuted until final disposition by the court.

SECTION 6
SEVERABILITY

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 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. The City Council declares it would have adopted the remaining lawful provisions of this Ordinance.

SECTION 7
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 8
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this ___ day of _____, 2024.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughs, City Secretary
City of Celina, Texas
[SEAL]

EXHIBIT "A"

Life Connected.

CODE OF ETHICS FOR ELECTED AND APPOINTED OFFICIALS

ADOPTED:____ 2024

PURPOSE

It is the policy of the City of Celina that the effective functioning of democratic governance necessitates public officials and Local Public Officials to be independent, impartial, and solely accountable to the citizens of the City. No Local Public Official shall allow any interest, whether financial or otherwise, direct or indirect, or involvement in any business, transaction, or professional endeavor to interfere with the proper fulfillment of their duties in the public's interest.

To uphold such a policy, the City Council finds it necessary to establish a Code of Ethics (the "Ordinance") for all Local Public Officials, regardless of their elected or appointed status, remuneration, or volunteer position. This Ordinance will not only serve as a framework for the official conduct of the City's public servants but also as a standard for disciplining those who fail to adhere to its provisions. The paramount objective of this Ordinance is to ensure that Local Public Officials continually strive to avoid any appearance of impropriety.

DEFINITIONS. For purposes of this Ordinance, the following definitions apply:

Business Entity: Refers to individuals and any legal entity recognized by law, encompassing sole proprietorships, partnerships, firms, corporations, holding companies, joint-stock companies, receiverships, trusts, or any other legally recognized entity.

Confidential Information: Any information accessible to a Local Public Official by virtue of their position but not available to the public under the provisions of the Texas Public Information Act (Texas Government Code Ch. 552).

Conflict Disclosure Statement: The disclosure statement form required for local public officials by Chapter 176 of the Local Government Code, as mandated by the Texas Ethics Commission, being Form CIS.

Conflict of Interest Questionnaire: The conflicts of interest form required for business entities by Chapter 176 of the Local Government Code, as mandated by the Texas Ethics Commission, being Form CIQ.

Economic Benefit: Encompasses any taxable Income, money, real or personal property, contract rights, sale, lease, option, credit, loan, discount, service, or any other tangible or intangible thing of value.

Economic Interest: A legal or equitable interest in real or personal property or a fiduciary obligation to such property or contractual right in such property that is more than Two Thousand Five Hundred Dollars ($2,500.00). Service by a Local Public Official as an officer, director, advisor, or otherwise active participant in an educational, religious, charitable, fraternal, or civic

organization does not create an Economic Interest in the property of that organization. Ownership of an interest in a mutual or common investment fund that holds securities or other assets is not an Economic Interest in the securities or other assets unless the Local Public Official participates in the management of the fund. A Local Public Official does not have an Economic Interest in a matter if the economic impact on the Local Public Official is indistinguishable from the impact on the public or on the particular group affected by the matter.

Family Member: A person related to a Local Public Official in the first or second degree by affinity or in the first, second or third degree by consanguinity, as follows, except that relationships of affinity end upon divorce:

Affinity Kinship (Marriage) Relationship

1st Degree	**2nd Degree**
Father-in-Law	Spouse's Grandfather
Mother-in-Law	Spouse's Grandmother
Son-in-Law	Spouse's Brother (Brother-in-Law)
Daughter-in-Law	Spouse's Sister (Sister-in-Law)
Spouse	Spouse's Grandson
	Spouse's Granddaughter
	Brother's Spouse (Sister-in-Law)
	Sister's Spouse (Brother-in-Law)

Consanguinity (Blood) Relationships

1st Degree	**2nd Degree**	**3rd Degree**
Father	Grandfather	Great-Grandfather
Mother	Grandmother	Great-Grandmother
Son	Brother	Nephew
Daughter	Sister	Niece

	Grandson	Great-Grandson
	Granddaughter	Great-Granddaughter
		Uncle
		Aunt

Gift: A benefit offered by a person, including food, lodging, transportation, and entertainment accepted as a guest. The term does not include a benefit offered on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient.

Income: Refers to Economic Benefits received.

Indirect Ownership: An equity interest in a business entity held through a series of other entities, some of which hold interests in others, including but not limited to affiliates and subsidiaries.

Local Public Official: Every member of the City Council (including the Mayor) and all members of any board, City Council, or committee appointed by the City Council.

Permissible Gift: A thing of nominal value given (not to exceed $100.00 in value), and not given (a) to request a specific favor, special treatment, or influence a Local Public Official, (b) by a Business Entity that has a contract with the City, or (c) by a Business Entity that has Indirect Ownership in a Business Entity that has a contract with the City. Marketing advertisement items of nominal value, or certificates or plaques having no intrinsic value, are considered permissible gifts. The purchase of meals of nominal value, provided there is a rotation of purchasing, is considered a permissible gift. The provision of training/education programs of a general nature is considered a permissible gift or gratuity. Items that exceed $100.00 in value, if divided (e.g. holiday food or sporting event tickets distributed by lot) or donated for a City-sponsored function, are considered permissible gifts.

Property: Real estate, personal items, equipment, goods, crops, livestock, or any equitable right to Income from such properties.

Second Degree of Consanguinity or Affinity: Defined through a chart in Section 1(c)(4).

Social Media: Electronic communication platforms for mass communication or social networking, including Twitter, LinkedIn, Facebook, and Snapchat.

Substantial Interest: The interest that a Local Public Official and/or a Family Member has in a business or Business Entity or in real property as described below:

(a) The Local Public Official and/or a Family Member owns ten percent (10%) or more of the voting stock or shares of the Business Entity; or

(b) The Local Public Official and/or a Family Member owns ten percent (10%) or more or $15,000.00 or more of the fair market value of the Business Entity; or

(c) Funds received by the Local Public Official and/or a Family Member from the business entity exceed ten percent (10%) of the person's gross Income for the previous year; or

(d) The Local Public Official and/or Family Member has a Substantial Interest in real property if the interest is an equitable or legal interest with a fair market value of $2,500 or more.

SECTION 1 | STANDARDS OF CONDUCT

(a) General Provisions

(1) Local Public Officials are prohibited from disclosing any Confidential Information acquired through their official position regarding the City's property, operations, policies, or affairs, whether or not for personal gain or advantage in their Economic Interest or for the benefit of Family Members.

(2) Local Public Officials may not utilize their official position or City-owned facilities, equipment, supplies, or resources for personal gain, political campaigns, or the benefit of Family Members. Travel-related benefits such as frequent flyer miles, rental car or hotel discounts, or food coupons are exempted from this provision due to the logistical challenges and costs associated with recapturing such benefits for the City.

(3) Unless expressly authorized by City ordinance, Local Public Officials are prohibited from appearing before the governing body of which they are a member to represent themselves or Family Members. However, Local Public Officials may designate and be represented by a chosen individual in such matters.

(4) Local Public Officials are barred from acting as surety for any person or business entity holding a contract with the City or serving as surety on any bond required by the City for another Local Public Official.

(5) These General Provisions do not prevent a Local Public Official from representing their interest in their owner-occupied homestead before any City body, except the body of which the official is a member.

(6) Local Public Officials are prohibited from using any official City media outlet for personal purposes or personal gain.

(b) Conflicts of Interest

Local Public Officials shall familiarize themselves and abide by the following conflicts of interest and disclosure statutes and principles:

(1) Chapter 171 of the Local Government Code, which requires councilmembers and certain officers to file an affidavit disclosing a Substantial Interest in a business or property that would be beneficially affected by a decision of the city council and thereafter abstaining from participation in discussion and voting on the matter. Once the disclosure is made the Local Public Official is to remove themselves from the meeting area to ensure their presence does not hinder the discussion of the item or influence the vote.

(2) Chapter 176 of the Local Government Code, which requires Local Public Officials, including but not limited to city council members and the Mayor, to file a Conflict Disclosure Statement with respect to a Business Entity if:

(A) the Business Entity enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the Business Entity; and

(B) the Business Entity:

(i) has an employment or other business relationship with the Local Public Official or a Family Member of the officer that results in the Public Official or Family Member receiving taxable Income, other than investment Income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

a. a contract between the local governmental entity and Business Entity has been executed; or

b. the local governmental entity is considering entering into a contract with the Business Entity;

(ii) has given to the Local Public Official or a Family Member of the officer one or more Gifts that are not Permissible Gifts and have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

a. a contract between the local governmental entity and Business Entity has been executed; or

b. the local governmental entity is considering entering into a contract with the Business Entity; or

(iii) has a family relationship with the Local Public Official.

(3) Sections 553.001—553.003 of the Government Code, which require the filing of an affidavit before the date the city will acquire a property in which public servants have a legal or equitable interest.

(4) In order to assure their independence and impartiality on behalf of the public good, Local Public Officials are prohibited from using their positions to influence government decisions in which they have a personal interest.

(c) Conflicts Disclosure Statement, Abstention Affidavits and Recusal

(1) When required by Chapter 176 of the Local Government Code, a Local Public Official is required to file the Conflicts Disclosure Statement with the City Secretary no later than 5:30 p.m. on the seventh business day after becoming

aware of the facts necessitating the filing of the Statement. Days that City Hall is not open to the public for business are not considered business days.

(2) When required by Chapter 171 of the Local Government Code, a Local Public Official is required to promptly file an abstention affidavit, in a form prescribed by the City Secretary, disclose this interest and immediately abstain from voting and discussing the matter. The abstention affidavit shall be noted in the minutes or included in the minutes of the meeting.

(3) The City Secretary is responsible for accepting and filing all abstention affidavits, Local Public Official Conflict Disclosure Statements, and vendor/business entity Conflict of Interest Questionnaires.

(d) Budget Matters

The Council will vote on any budget item specifically allocated to a contract with a Business Entity where a Local Public Official holds a Substantial Interest as a separate action item from the overall budget. The Local Public Official with the Substantial Interest is prohibited from participating in this separate vote.

SECTION 2 | INTEREST IN PROPERTY ACQUIRED WITH PUBLIC FUNDS

(a) Disclosure of Interest in Property

A Local Public Official with a legal or equitable interest in real property to be acquired using public funds shall submit an affidavit within 10 days before the scheduled acquisition date, whether through purchase or condemnation.

(b) Affidavit

The affidavit shall:

(1) Identify the name of the Local Public Official;

(2) Specify the Local Public Official's position, official title, or job designation;

(3) Provide a detailed description of the property;

(4) Describe the nature, type, and extent of the interest in the property, including the percentage of ownership interest;

(5) State the date when the person acquired an interest in the property;

(6) Include a verification statement: "I affirm under penalty of perjury that the information provided in this affidavit is true and accurate to the best of my knowledge, and it fulfills the requirements outlined in Section 553.002 of the Texas Government Code"; and

(7) Include an acknowledgment in the same format as required for recording a deed in the county's deed records.

The affidavit shall be filed by the Local Public Official with (1) the City Secretary, (2) the county clerk of the county in which the Local Public Official resides, and (3) the county clerk of each county in which the property is located.

SECTION 3 | NEPOTISM

(a) Prohibition:

(1) A Local Public Official is prohibited from appointing, confirming the appointment of, or voting for the appointment or confirmation of the appointment of an individual to a position that will receive direct or indirect compensation from City funds or fees of office if:

(A) the individual is related to the Local Public Official within the third degree consanguinity or the second degree affinity; or

(B) the Local Public Official holds the appointment or confirmation authority as a member of a state or local board, the legislature, or a court and the individual is related to another member of that board, legislature, or court within the third degree consanguinity or the second degree affinity.

(2) A Local Public Official may not appoint, confirm the appointment of, or vote for the appointment or confirmation of an individual to a position where the individual's services are under the direction or control of a Local Public Official and will be compensated directly or indirectly from City funds or office fees if:

(A) the individual is related to another Local Public Official within the third degree by blood or adoption or the second degree by marriage; and

(B) the appointment, confirmation, or vote for appointment or confirmation would be influenced, wholly or partially, by the other Local Public Official appointing, confirming, or voting for the appointment of an individual who is related to the first public official within the third degree by blood or adoption or the second degree by marriage.

(3) If, as per Section 3(b)(2), an individual remains in a position, the Local Public Official related to them within a prohibited degree may not engage in any discussions or vote on matters concerning the appointment, reappointment, confirmation, employment, reemployment, change in status, compensation, or dismissal of the individual, if such action solely

pertains to the individual and does not involve a legitimate class or group of city employees.

(b) Exceptions:

(1) The prohibitions outlined in Section 3(a) are not applicable in the following cases:

(A) Appointment to the office of a notary public or to the confirmation of that appointment; and

(B) Any other appointment exempted under Chapter 573 of the Government Code.

(2) The prohibitions in Section 3(a) or by the City Charter or ordinance does not apply to an appointment, confirmation of an appointment, or vote for an appointment or confirmation of an appointment of an individual to a position if:

(A) the individual is employed in the position immediately before the election or appointment of the public official to whom the individual is related in a prohibited degree; and

(B) that prior employment of the individual is continuous for at least:

(i) 30 days, if the public official is appointed; or

(ii) six months, if the Local Public Official is elected.

(3) If, per Section 3(b)(2), an individual remains in a position, the Local Public Official to whom the individual is related in a prohibited degree may not participate in any deliberation or voting on the appointment, reappointment, confirmation of the appointment or reappointment, employment, reemployment, change in status, compensation, or dismissal of the individual if that action applies only to the individual and is not taken regarding a bona fide class or category of employees.

SECTION 4| HONORARIUMS

a) Prohibition:

It is forbidden for a Local Public Official to seek, receive, or agree to receive an honorarium in exchange for services that the Local Public Official would not have been asked to perform except for their official position or duties.

(b) Exception:

This Section 4 and Section 5, below, do not forbid a Local Public Official from receiving (1) transportation expenses, (2) lodging expenses, or (3) meals related to a conference or similar event where the Local Public Official provides services, such as addressing an audience or participating in a seminar, that the Local Public Official would not have been requested to provide but for the Local Public Official's official position or duties.

SECTION 5 | GIFTS

In addition to the guidelines set forth in Section 5.5 of the City of Celina Procurement Policy the following apply:

a) Prohibition:

(1) Local Public Officials exercising discretion regarding contracts, purchases, payments, claims, or other financial transactions of the City shall not seek, accept, or agree to receive any benefit from an individual known to have an interest in or likely to develop an interest in any contract, purchase, payment, claim, or transaction involving the exercise of their discretion.

(2) Local Public Officials with judicial or administrative authority, employed by or within a tribunal possessing judicial or administrative authority, or involved in enforcing the tribunal's decisions shall not seek, accept, or agree to receive any benefit from an individual known to have an interest in or likely to develop an interest in any matter before the city employee, Local Public Official, or tribunal.

b) Donation of Unsolicited Gift:

A Local Public Official who receives an unsolicited benefit prohibited under this Section 5 may opt to donate the benefit to a governmental entity authorized to accept Gifts or to a recognized tax-exempt charitable organization.

(c) Exceptions:

The prohibitions set out in this section do not apply to:

(1) A fee mandated by law to be received by a Local Public Official, or any other benefit rightfully due to them or for which they provide legitimate consideration in a capacity other than as a Local Public Official;
(2) A Gift or benefit given due to family ties or a personal, professional, or business relationship independent of the recipient's official position;
(3) A benefit given to a Local Public Official is required to file a statement under Chapter 572, Texas Government Code, or a report under Title 15, Election Code, stemming from a function held to honor or appreciate the recipient, provided that:

(A) The benefit and the source of any benefit exceeding $50 are disclosed in the statement; and

(B) The benefit is solely used to cover expenses incurred in the performance of duties or activities related to the office which are not reimbursed by the state or the City;

(4) A political contribution as defined in Title 15, Election Code;

(5) A permissible gift as defined in this Ordinance, excluding cash or a negotiable instrument as described in Section 3.104, Texas Business & Commerce Code;

(6) An item issued by a governmental entity allowing the use of property or facilities owned, leased, or operated by said entity;

(7) Food, lodging, transportation, or entertainment accepted as a guest and, if required by law to be reported by the recipient, reported accordingly in compliance with that law;

(8) Any gift or benefit otherwise exempted under Section 36.10, Penal Code.

SECTION 6 | CITY RECORDS

(a) Prohibition:

A Local Public Official shall not:

(1) knowingly make a false entry in, or false alteration of, a city record;

(2) make, present, or use any record, document, or thing with knowledge of its falsity and with intent that it be taken as a genuine city record;

(3) intentionally destroy, conceal, remove, or otherwise impair the verity, legibility, or availability of a city record;

(4) possess, sell, or offer to sell a city record or a blank city record form with intent that it be used unlawfully;

(5) make, present, or use a city record with knowledge of its falsity;

(6) possess, sell, or offer to sell a city record or a blank city record form with knowledge that it was obtained unlawfully; or

(7) use a City records obtained in their official capacity for any purpose other than acting in their official capacity, unless the record was obtained using the Texas Public Information Act.

(b) Exception:

It is an exception to the application of Section 6(a)(3) that the governmental record is destroyed pursuant to legal authorization or transferred under Section 441.204, Texas Government Code. With regard to the destruction of a local government record, legal authorization includes compliance with the provisions of Subtitle C, Title 6, Local Government Code.

SECTION 7 | MISUSE OF OFFICIAL INFORMATION; ABUSE OF OFFICE; BRIBERYY AND CORRUPT INFLUENCE

(a) Misuse of Official Information-Prohibition:

(1) A Local Public Official in reliance on information to which the public servant has access by virtue of the person's office or employment and that has not been made public, the person:

(A) acquires or aids another to acquire a pecuniary interest in any property, transaction, or enterprise that may be affected by the information;

(B) speculates or aids another to speculate on the basis of the information; or

(C) as a public servant, including as a school administrator, coerces another into suppressing or failing to report that information to a law enforcement agency.

(2) A Local Public Official shall not, with intent to obtain a benefit or with intent to harm or defraud another, disclose or utilize information for non-governmental purposes that:

(A) They have access to through their office; and

(B) Has not been made public.

In this section, "information that has not been made public" means any information to which the public does not generally have access, and/or that is prohibited from disclosure under Chapter 552, Texas Local Government Code.

(b) Local Public Officials shall familiarize themselves and abide by the following Texas Penal Code provisions:

(A) Chapter 36, Bribery and Corrupt Influence; and

(B) Chapter 39, Abuse of Office.

SECTION 8 | COMPLAINTS AGAINST LOCAL PUBLIC OFFICIAL; PROCEDURES

(a) Filing: Any Local Public Official, City employee, or qualified voter of the City who believes that there has been a violation of this Ordinance by a Local Public Official may file a sworn complaint. Any complaints shall be submitted in writing, sworn under oath before a notary public, and filed with the City Attorney. A complaint must set forth in simple, concise, and direct statements the following, otherwise it will be returned to the complainant:

(i) The name of the complainant;

(ii) The street or mailing address and the telephone number of the complainant;

(iii) The name of the person who allegedly committed the violation;

(iv) The position or title of the person who allegedly committed the violation;

(v) The nature of the alleged violation, including, if possible, the specific rule or provision of the Code of Ethics alleged to have been violated;

(vi) A statement of the facts constituting the alleged violation and the dates on which or period of time in which the alleged violation occurred; and must contain the following:

(A) Documents or other material available to the complainant relevant to the allegation;

(B) A list of all documents or other material relevant to the allegation and available to the complainant, but that are not in the possession of the complainant, including the location of the documents; if known, and

(C) A list of all documents or other material relevant to the allegation, but unavailable to the complainant, including the location of the documents, if known;

(vii) If the complaint is based on information and belief, the complaint shall state the source and basis of the information and belief; and

(viii) The complaint must be accompanied by an affidavit stating that the information contained in the complaint is either “true and correct” or that the complainant has good reason to believe and does believe that the facts alleged constitute a violation of this Ordinance.

The City Attorney will determine whether a complaint lacking in detail is sufficient to trigger the investigation procedures outlined herein, and anonymous complaints will not be considered.

(b) Notification:

(i) Upon receipt of the complaint, the City Attorney shall notify the Mayor, the City Manager, and the implicated Local Public Official within two (2) business days. If the Mayor is unavailable or implicated in the complaint, the notification shall follow the order of successor of duties.

(ii) The person alleged in the complaint to have violated the Code of Ethics shall be provided with a copy of the Code of Ethics and informed that:

(A) Within fourteen (14) days of receipt of the complaint, a sworn response by the Local Public Official must be filed with the City Attorney; and

(B) Failure of the Local Public Official to file a response does not preclude the City Attorney from processing the complaint.

(iii) Local Public Officials and City employees have a duty to cooperate with the City Attorney and the investigating attorney in providing information requested to process the complaint.

(c) City Attorney Report: The City Attorney shall, within five (5) business days of receiving the response of the accused person (or withing five (5) business days of the accused person's deadline to file a sworn response if none is filed), provide a written report to the City Council. The report shall state whether, in the City Attorney's opinion, the written complaint: (1) was filed timely; (2) alleges misconduct by a person whose conduct is regulated under this Code of Ethics; (3) alleges the occurrence of conduct that might reasonably constitute a violation of the Code of Ethics; (4) contains all information required by Section 8(a); and (5) is signed and sworn to by the person filing the complaint. The City Attorney's recommendation that the City Council conduct further proceedings does not mean that any of the allegations of the complaint are true or false or that any Local Public Official has violated or not violated this Code of Ethics.

(d) Preliminary Review of Report: Upon receipt of the City Attorney's report set forth in Section 8(c), the Mayor or successor Local Public Official shall schedule a special called meeting of the City Council to discuss the complaint in Executive Session or schedule the executive session for the next regularly scheduled meeting of the City Council. During this meeting, the City Attorney will present the report to the City Council. Non-implicated City

Council Members present at the meeting will then review the complaint and either dismiss it or initiate an investigation. If the City Council decides to dismiss the complaint, the vote will be conducted in open session without further inquiry. If an investigation is warranted, the City Council shall direct the City Attorney to appoint an independent private attorney to represent the City in investigating the complaint. This attorney will have all necessary investigative powers as granted by the City Council in Section 7.03 of the City of Celina Charter. The investigating attorney shall submit a comprehensive written report to the City Council within fifteen (15) business days or the next regularly scheduled City Council meeting, whichever is later, of their appointment, unless an extension is approved by a majority of non-implicated City Council Members. This report should detail all facts, findings, and conclusions supporting the investigating attorney's opinion on whether a violation of this Code of Ethics has occurred.

(e) Council Review of Investigating Attorney's Findings: The City Council will, in Executive Session, review the findings of the investigating attorney at the meeting where it is presented. The findings shall be reviewed in a public session of City Council at the request of the accused person. At this time, one of the following actions shall be taken:

(i) If the City Council does not determine that there are reasonable grounds to believe that a violation of this Code of Ethics has occurred, the complaint shall be dismissed.

(ii) If the City Council determines that there are reasonable grounds to believe that a violation of this Code of Ethics has occurred, it shall schedule a public hearing.

(iii) If the Local Public Official has agreed that a violation has occurred, the City Council shall proceed to determine the appropriate sanction without the necessity of a public hearing and state its findings pursuant to Subsection (f)(iv) below.

(f) Hearing:

(i) If a public hearing is called pursuant to Subsection (e)(ii) above, the public hearing shall be held as expeditiously as possible following the determination by the City Council that there are reasonable grounds to believe that a violation of this Code of Ethics has occurred, but in no event shall it be held more than thirty (30) days after said determination. The investigating attorney may grant two postponements, not to exceed fifteen (15) days each, upon the request of the Local Public Official named in the complaint.

(ii) If a complaint proceeds to a public hearing, the City Council may request witnesses to attend and testify, administer oaths and affirmations, take evidence and request the production of books, papers, records, or other evidence needed for

the performance of the City Council's duties or exercise of its powers, including its powers of investigation.

(iii) The complainant and the Local Public Official named in the complaint have the right of representation by legal counsel. The complainant shall have the burden of proving a violation of this Code of Ethics has occurred by stating the alleged violation and providing testimony and other evidence to prove the alleged violation as stated in the written complaint. The Local Public Official named in the complaint shall have the opportunity to respond but is not required to attend or make any statement. The Local Public Official may present testimony and other evidence to disprove the alleged violation. If the Local Public Official agrees that a violation has occurred, the City Council may consider the appropriate sanction.

(iv) The issue at a final hearing is whether a violation of this Code of Ethics has occurred. The City Council shall make its determination based on the evidence presented. All witnesses shall make their statements under oath. Only City Council Members, the complainant (or the complainant's attorney if represented by an attorney), the accused person (or the accused person's attorney if represented by an attorney), the investigating attorney and the City Attorney may question witnesses. If the City Council determines that a violation has not occurred, it shall state such finding by motion and, within five (5) business days, the Mayor shall deliver a letter, after consulting with the investigating attorney on the contents of the letter, outlining the findings in the motion to the complainant, the person accused in the complaint, and the City Secretary. The City Secretary shall deliver a copy of the letter to the City Manager, investigating attorney and the City Attorney. If the City Council determines that a violation has occurred, it shall state its findings by motion identifying the particular provision(s) of this Code of Ethics which have been violated, and within five (5) business days, the Mayor shall deliver a letter, after consulting with the investigating attorney on the contents of the letter, outlining the findings in the motion and identifying the particular provision(s) of this Code of Ethics which have been violated, to the complainant, the person accused in the complaint, and the City Secretary. The City Secretary shall deliver a copy of the letter to the City Manager, investigating attorney and the City Attorney. The Mayor shall not sign the letter if the Mayor is the accused or the complainant, and instead to signor shall be determined by the order of successor of duties.

(g) Sanctions for Violations:

(i) If the City Council determines that a violation of the Code of Ethics has occurred, it shall consider appropriate sanctions. The City Council may receive additional testimony or statements before considering sanctions, but is not required to do so.

(ii) If the City Council determines that a violation has occurred, it may impose the following sanctions.

(A) A letter of notification is an appropriate sanction when the violation is clearly unintentional, or when the conduct of the person complained against was done in reliance upon an opinion of the City Attorney. The letter of notification shall advise the Local Public Official of any steps to be taken to avoid future violations; or

(B) A letter of admonition is the appropriate sanction when the City Council finds the violation is minor and/or may have been unintentional, but calls for a more substantial response than a letter of notification; or

(C) A letter of reprimand is the appropriate sanction when the City Council finds a serious violation has been committed intentionally or knowingly or through disregard of this Ordinance; or

(D) A letter of censure is the appropriate sanction when the City Council finds that a serious violation has occurred and/or more than one serious violation or repeated serious violations of this Code of Ethics have been committed by a Local Public Official.

(h) Confidentiality and Ex Parte Communications.

(i) No Local Public Official shall reveal information relating to the filing or processing of a complaint except as required for the performance of official duties.

(ii) All documents relating to a pending complaint are confidential, unless they are required to be disclosed under the Texas Public Information Act (Tex. Gov. Code Ch. 552).

(iii) After a complaint has been filed, and during the consideration of a complaint by the City Council, a member of the City Council may not communicate directly or indirectly with any party or person about any issue of fact or law regarding the complaint, except at a meeting of the City Council. This provision does not prevent a member of the City Council from consulting with the City Attorney or their independent, personal legal counsel.

(i) Legal Fees: The complainant and the Local Public Official named in the complaint have the right of representation by legal counsel.

(i) The complainant shall pay for complainant's legal fees, cost, and related expenses. If the Local Public Official is finally found to be in violation of this Ordinance after a public hearing, then the City shall reimburse the complainant for his or her necessary and reasonable legal fees evidenced by legal invoices, not to exceed $5,000.

(ii) The Local Public Official shall pay for their legal fees, but shall be reimbursed within thirty (30) days of submitting legal invoices to the City, not to exceed $5,000. If the Local Public Official is finally found not to be in violation of this Ordinance, then the City shall reimburse the Local Public Official for the total amount of his or her necessary and reasonable legal fees, costs and related.

SECTION 9 | CRIMINAL VIOLATIONS AND STATE LAW

The sanctions authorized by Section 8 above are in addition to, and not in replacement of, any enforcement provisions or criminal penalties/prosecution contained in state law, including but not limited to the Texas Local Government Code, the Texas Government Code, and the Texas Penal Code.

SECTION 10 | DISTRIBUTION AND PROOF OF COMPLIANCE

The City Secretary shall provide each newly designated Local Public Official with a copy of this Ordinance, Chapter 171 and Chapter 176 of the Texas Local Government Code concerning conflicts of interest, along with information on how to obtain any state-law required training for the Texas Open Meetings Act (Tex. Gov. Code Ch. 551), and the Texas Public Information Act (Tex. Gov. Code Ch. 552) (hereinafter collectively referred to as the "Ethics Statutes"). Local Public Official shall acknowledge receipt.

ETHICS POLICY

FOR ELECTED AND APPOINTED OFFICIALS

Robert Ranc

October 8, 2024

TIMELINE

~~**February 2024 – Council Retreat**~~

- Council directed staff to begin constructing an Elected and Appointed Officials Ethics Policy

~~**June 25, 2024 – Worksession**~~

- Staff presented a draft of the proposed Ethics Policy to received Council's feedback.

~~**August 13, 2024 – Consider Adoption**~~

- Council requested additional edits.

October 8, 2024 – Consider Adoption

FEEDBACK FROM JUNE 25 WORKSESSION

- Modified the definition of “permissible gifts” per Council’s direction to include “a thing of nominal value (not to exceed $100 in value), ***and not given by a person or entity that has a contract with the City.”***

- Made non-substantive edits to Section 8(f)(iv) clarifying the role of Mayor and Council.

- Made grammatical/non-substantive edits

FEEDBACK FROM AUGUST 13 MEETING

- Council requested further revision of Section 1(b)(2) as it relates to filing Conflict Disclosure Statements with respect to a business entity.

- These changes outlined in the current draft are the conditions under which this filing is mandatory:
  - If the business entity has or is being considered for a contract with the city
  - If the business entity has a business or employment relationship with the official or their family member that results in taxable income exceeding $2,500 in the 12 months before the official becomes aware of the contract or potential contract
  - If the business entity has given the official or their family member gifts that are not permissible with an aggregate value of more than $100 within the same 12-month period.
  - If the official has a family relationship with someone in the business entity

POLICY OVERVIEW – ISSUES COVERED

Consistent with applicable state laws, including Texas Local Government Code, Texas Government Code, Texas Open Meetings Act, and Texas Public Information Act

- Standards of Conduct
- Interest in Property Acquired with Public Funds
- Nepotism
- Honorariums
- Gifts
- City Records
- Misuse of Official Information; Abuse of Office; Bribery and Corrupt Influence
- **Complaints Against Local Public Officials; Procedures**
- Criminal Violations of State Law
- Distribution and Proof of Compliance

Primary difference between existing state laws and proposed local policy

VIOLATION OUTCOMES

Complaints Against Local Public Officials; Procedures

Potential Outcomes for Violations as Determined by City Council

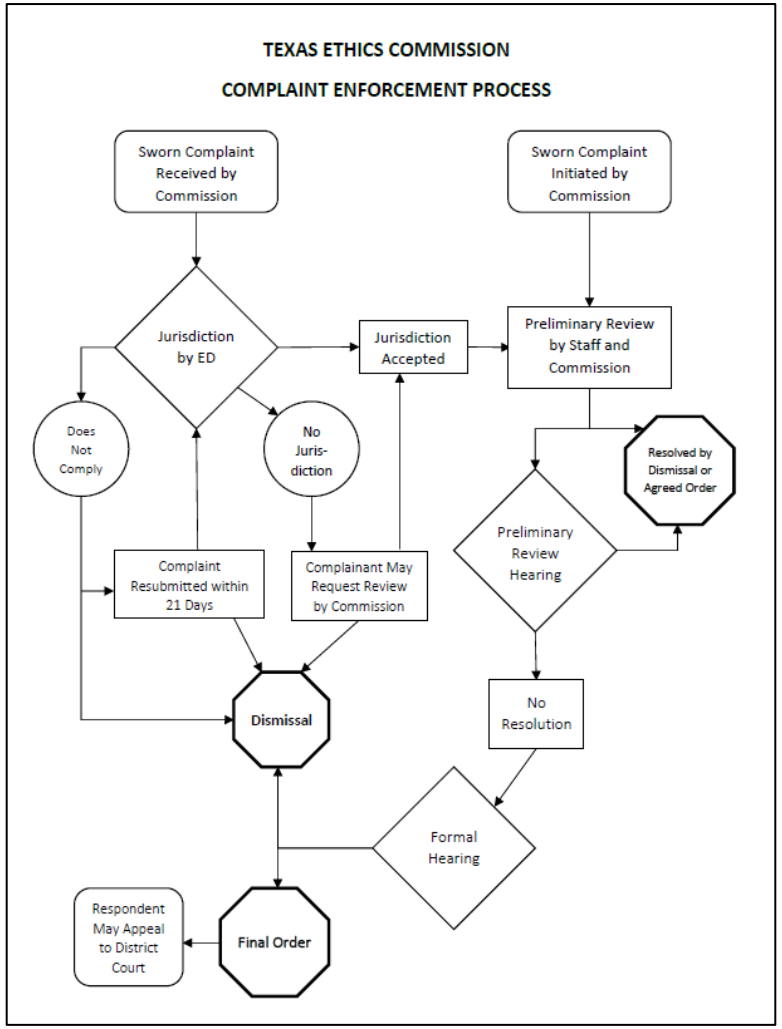
- **Letter of Notification** – Appropriate sanction when the violation is clearly unintentional, or when the conduct was done in reliance upon an opinion of the City Attorney.

- **Letter of Admonition** – Appropriate sanction when the violation is minor and/or may have been unintentional.

- **Letter of Reprimand** – Appropriate sanction for a serious violation committed intentionally or knowingly through disregard of the ethics policy.

- **Letter of Censure** – Appropriate sanction for serious violation and/or more than one serious violation or repeated serious violations committed intentionally through disregard of the ethics policy.

TEXAS ETHICS COMMISSION – ENFORCEMENT



POLICY OPTIONS

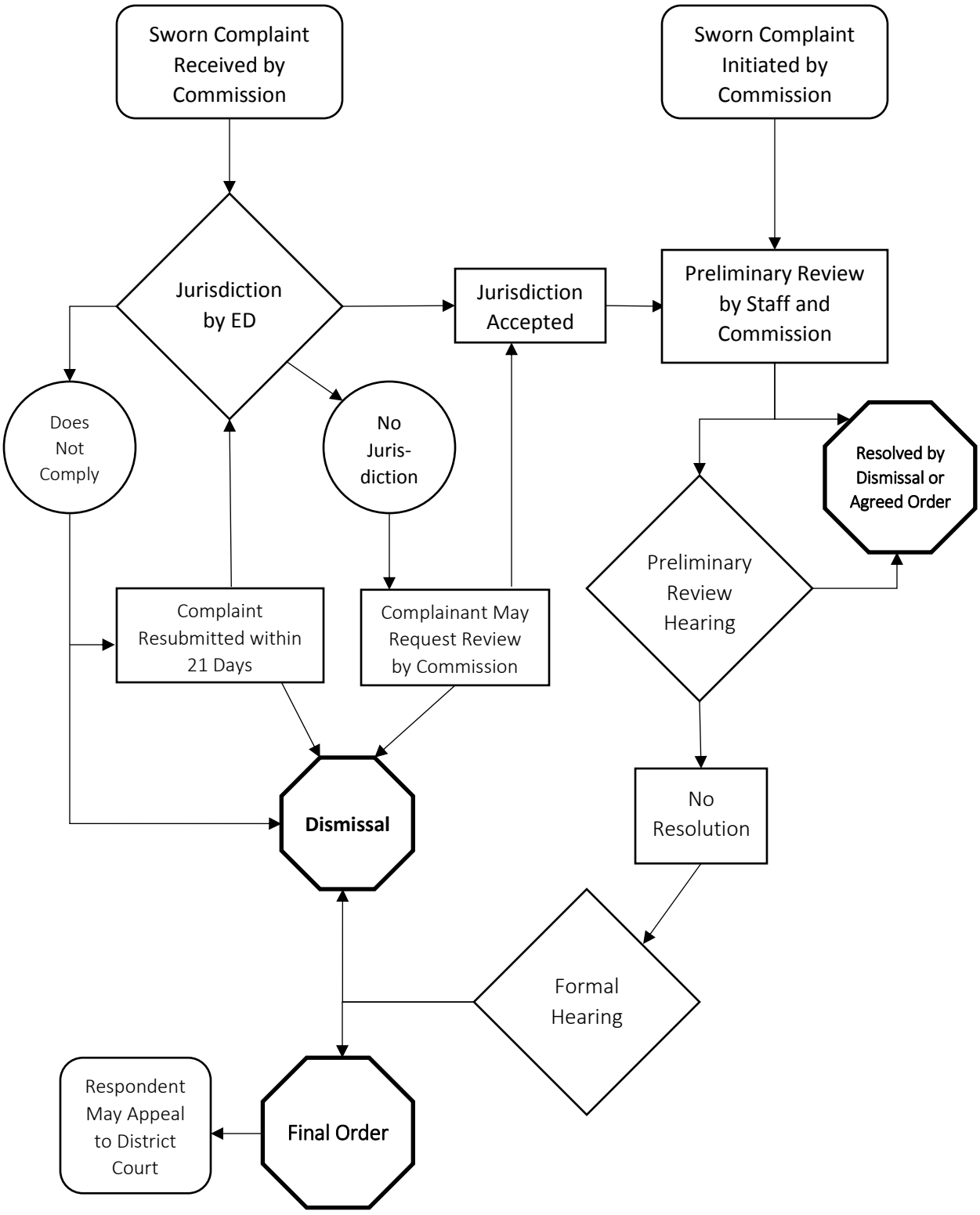
Option A – Adopt Ethics Ordinance for Elected and Appointed Officials.

Option B – Do not adopt local ethics ordinance. State laws determine ethical conduct and enforcement by Texas Ethics Commission and District Attorney.

Option C – Other direction as determined by City Council.

TEXAS ETHICS COMMISSION

COMPLAINT ENFORCEMENT PROCESS



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